
Faculty Student
Association Early
Learning Center
RFP 02-2018

*Faculty Student Association of
Schenectady County Community
College, Inc.*

February 2018

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Faculty Student Association of Schenectady County Community College, Inc.
LEGAL NOTICE

Early Learning Center RFP 02-2018

THE FACULTY STUDENT ASSOCIATION OF SCHENECTADY COUNTY COMMUNITY COLLEGE, Inc. (FSA) is accepting proposals from qualified firms to operate an Early Learning Center at the College as part of the FSA campus auxiliary services. Proposals shall cover all expenditures including labor to operate a program in a college-owned facility on its main campus, in conformity with this Request for Proposal (RFP).

The RFP may be downloaded from the Empire State Purchasing Group website at: <http://www.empirestatebidsystem.com>, or from the New York State Contract Reporter website at: <https://www.nyscr.ny.gov/> or picked up at the FSA office, Elston Hall room 222B at 78 Washington Avenue, Schenectady, NY 12305. All proposals must be delivered in a sealed envelope/package and marked "Proposal: RFP 02-2018, FSA Early Learning Center" no later than 4:30 p.m. on April 6, 2018 to the following address:

Faculty Student Association of Schenectady County Community College, Inc.
ATTN: FSA Executive Director
Elston Hall, Room 107
78 Washington Avenue
Schenectady, NY 12305

Woman and minority owned businesses are encouraged to submit proposals. The FSA of Schenectady County Community College is an Equal Employment Opportunity/Affirmative Action employer and does not discriminate on the basis of race, color, national origin, gender or gender identity, disability, or age in its programs and activities.

The FSA reserves the right to reject any and all proposals, and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the FSA will be in the best interest of the College.

Dated: February 1, 2018

Faculty Student Assoc. of
Schenectady County Community College,
Inc.
78 Washington Avenue
Schenectady, NY 12305

CONTRACTOR'S NAME: _____

NON-BIDDER RESPONSE

For the purpose of facilitating your firm's response to our request for proposal, the Faculty Student Association of Schenectady County Community College is interested in ascertaining reasons for prospective bidders' non-response to this RFP. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to: Executive Director FSA of Schenectady County Community College, Elston Hall, room 107, 78 Washington Avenue, Schenectady, NY 12305 or forward electronically tessitdl@sunysccc.edu with "RFP 02-2018, Non-Bidder Response" in the subject line

We are not responding to this "Request for Proposal" for the following reason(s):

- _____ Our services and/or equipment do not meet specifications.
 - _____ Specifications not clearly understood or applicable (too vague, too rigid, etc.).
 - _____ We are unable to perform the assignment within the time specified.
 - _____ Insufficient time allowed for preparation of bid.
 - _____ OTHER: _____
-

Thank you for your participation in this bidding process.

TIMETABLE OF KEY EVENTS

RFP Release Date	February 27, 2018
Pre-Proposal Conference	March 6, 2018 at 10:00 a.m.
Deadline for Submission of Bidder Questions	March 10, 2018
Issuance of Responses to Bidder Questions	March 20, 2018
Proposal Due Date/Time	April 6, 2018 4:30 PM
Level II Presentations/Interviews	Week of April 16, 2018
Anticipated Notification of Proposed Award	April 30, 2018
Anticipated Commencement of Project Services	August 1, 2018

This Request for Proposal does not commit the FSA to awarding a Contract. The FSA reserves the right to withdraw and/or amend the RFP and to alter the deadline for submission of proposals.

1. INTRODUCTION

Schenectady County Community College created in 1969 by the Schenectady County Legislature, is a public community college within the State University of New York. It offers associate degrees and certificates in liberal arts, science and technology, business, paralegal and criminal justice, music, and hospitality, culinary arts and tourism, as well as a robust offering of non-credit, workforce development programs.

The Faculty Student Association of Schenectady County Community College is responsible for providing auxiliary services to the campus such as the College Store, dining services, early learning center, Canal Side Café, Canal Side Convenience store and other services.

The FSA currently contracts early learning services that operate in the Gateway Building on the SCCC campus. The center provides child care to children of students, faculty, staff and the community at large. Available spots in the child care center are to be filled with student children first, then faculty and staff children. Any remaining spots can be filled by the community at large.

The current hours of operation are Monday to Friday 7:30 am to 5:30 pm. year round. The center is closed only when the SCCC campus is closed or pre-arranged training dates. The center accepts children from 6 weeks to 5 years of age.

2. PURPOSE

The purpose of this RFP is to solicit proposals from qualified firms to operate the FSA Early Learning Center as described in the Project Scope. A description of the current program is attached hereto as Attachment 1. This is provided for your information in preparing your proposal.

3. TERM

The anticipated contract term will be for a five year period with two optional one-year renewals.

4. GENERAL COMMENTS

Under no circumstances will the FSA be liable for any costs incurred by the firms in preparation and/or production of a proposal nor for any work performed prior to the FSA's written authorization to proceed on the contract.

The firm selected should be independent and not have any interest that would constitute a conflict of interest involving the FSA, the FSA Board of Directors, the SCCC Board of Trustees or employees of its affiliate organizations, College employees, or Schenectady County. The firm will be required to disclose any pre-existing relationship with the afore-named individuals and organizations using the attached form. Failure to disclose may be cause to reject a bid, and may be punishable as a crime under New York State law and/or federal law.

The firm shall not assign, transfer, or subcontract any interest in the contract without the express prior written approval of the FSA.

The firm shall not discriminate in its hiring practices against any employee or applicant because of age, race, religion, ethnicity, skin color, gender, sexual orientation, gender identity, disability, marital status, or national origin; and shall be able to demonstrate compliance with affirmative action programs if called upon to do so.

No communication regarding this procurement should be had with anyone other than the following designated contact for this procurement: Donna Tessitore at tessitdl@sunysccc.edu. No communication regarding this procurement should be had with the FSA Board of Directors, the SCCC Board of Trustees or employees of its affiliate organizations, FSA employees, College employees, or Schenectady County concerning this solicitation. Such communication may be cause to reject a bid, and may be punishable as a crime under New York State law and/or federal law.

5. CLARIFICATION OF PROPOSALS

Prior to contract award, the FSA may contact the bidder for clarification of any portion of its proposal.

6. ADDENDA

The FSA may modify the RFP prior to the date fixed for submission of proposals. If issued, addenda will be published on the Empire State Purchasing Group website [www.empirestatebidsystem.com] and the New York State Contract Reporter [<https://www.nyscr.ny.gov>]. If addenda have been issued, Bidder must complete the Receipt of Addenda, attached hereto, indicating that they were aware of the issuance of addenda at the time

of their proposal submission. Failure to do so may disqualify them from further consideration for contract award.

7. PROPOSAL DEADLINE

Proposals must be received in hard copy in a format consistent with this RFP by the Executive Director of the FSA no later than the deadline stated in the timetable above. Any proposal received after this time will not be considered, and will be rejected or returned to the proposer. The FSA reserves the right to postpone the proposal deadline for any reason.

8. DISCLAIMERS

The FSA reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Receipt of proposal materials by the FSA or submission of a proposal to the FSA confers no rights upon the offeror nor obligates the FSA in any manner. The FSA reserves the right to waive non-material irregularities in proposals, if such action is in the best interest of the Faculty Student Association of the SCCC, Inc. Any such waiver shall not modify remaining RFP requirements or excuse the offer from full compliance with the RFP specifications and other contract requirements if the offer is awarded the contract.

9. ERRORS IN THE RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the FSA with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the FSA may modify the document prior to the date fixed for submission of proposals by issuing an addendum and advising all those to whom the RFP was provided.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the FSA of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

10. QUESTIONS REGARDING THE RFP

Questions regarding this solicitation should be sent to tessitdl@sunysccc.edu. All inquiries should include the title and number of the solicitation in the subject line. All questions and answers will be published. No communication should be had with the FSA Board of Directors, its employees, agents or assigns concerning this solicitation in any other manner than by written inquiry to this email address.

Contact with FSA personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized direct or indirect contact with any FSA personnel may be cause for rejection of a bid.

All questions and answers regarding the RFP will be shared with all bidders known to be interested in submitting a proposal. If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why it believes the question is confidential. If the FSA agrees that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the FSA does not agree regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

11. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful proposer. The request for a debriefing conference should be sent to tessitdl@sunysccc.edu with the words "Request for Debriefing" in the subject line within five (5) business days after the notification that the proposal was unsuccessful has been emailed to the bidder. The debriefing must be held within seven (7) business days of the request, unless otherwise agreed to by the parties, except that the request may be stayed pending negotiations of the final agreement with the successful proposer. Discussion will be limited to a critique and/or discussion of the requester's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

12. NOTIFICATION TO FIRMS SUBMITTING PROPOSALS

Firms whose proposals have not been selected for award will be notified electronically at the email address provided in their proposal package.

13. REJECTION OF PROPOSALS

The FSA reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness. If a proposal fails to meet material requirements of the RFP, if it is incomplete, or contains irregularities, the proposal may be rejected.

Material deviations may cause a bid to be rejected. The FSA may or may not waive a non-material deviation in a proposal. FSA's waiver of a nonmaterial deviation will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements. A deviation is "material" if it is not in substantial accord with RFP requirements.

Proposals containing false or misleading statements may be rejected if in FSA's opinion the information was intended to mislead the FSA regarding a requirement of the RFP.

14. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the FSA in writing of its withdrawal. The notice must be signed by the Bidder. Bidder may thereafter submit a new or modified proposal, provided that it is submitted to the FSA no later than the deadline. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the deadline.

15. NOTICE

Where written notice is required in this RFP, the notice must be sent by both U.S. mail and by electronic mail, unless otherwise specified by the FSA.

Notice to the FSA shall be to: The Faculty Student Association of
Schenectady County Community College, Inc.
78 Washington Avenue, Elston 107
Schenectady, NY 12305
(518) 381-1281
tessitdl@sunysccc.edu

Notice to the bidder shall be to the person signing the RFP Proposal. If bidder desires another or additional person(s) to receive notice, so indicate on the attached form (Exhibit I).

16. PUBLICITY

No bidder shall issue any public announcements concerning the FSA or this RFP without the prior written consent of the FSA. News releases pertaining to the award of any contract resulting from the procurement may not be made without the prior written approval of the FSA.

17. USE AND RELEASE OF BIDDER SUBMISSIONS

All materials submitted by the Bidder become the property of the FSA and may be returned to Bidder at the FSA's sole discretion. One copy of each proposal will be retained for the FSA's official files. During the evaluation process, submissions may be reviewed and evaluated by any person, other than someone associated with a competing Bidder, designated by the FSA.

18. PROPOSAL SUBMISSION FORMAT

The technical proposal **MUST BE SUBMITTED SEPARATELY**, each enclosed in a separately sealed envelope and clearly marked on the outside with the words "TECHNICAL PROPOSAL".

To facilitate the evaluation of each technical proposal, Bidders must submit six (6) separately bound hard copies (including one original) and two electronic copies in electronic format of each proposal (CD or thumbdrive). Electronic submissions must be in a searchable format (e.g. PDF or MS Word). The FSA's evaluation committee will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

SCCC is a public institution of higher education and is bound by New York State Freedom of Information Law (FOIL). When submitting proposals, please take note of FOIL law impacts set forth below.

The technical proposal must be placed and packaged in a sealed box or envelope with a label on the outside containing the following information:

- RFP Number 02-2018
- FSA of SCCC Early Learning Center
- Bidder name
- Bidder senior officer responsible for the bid
- Bidder address and contact information, including email address
- Attention: Donna Tessitore

All proposals must be sent to the following address by First Class Mail, Overnight Delivery, Hand Delivery, or Express Mail Service and cannot be submitted by email or facsimile. All means of delivery must be addressed to:

FSA of SCCC Executive Director
Schenectady County Community College
Elston Hall, Suite 107
78 Washington Avenue
Schenectady, NY 12305

Proposals or any portions thereof received after the Proposal Due Date and Time will not be accepted and may be returned to the submitting entity at the FSA's discretion. The FSA will accept amendments to a Bidder's Proposal only if the amendments are received prior to the Proposal Due Date and Time.

Proposals which fail to address the format requirements above may be deemed non-responsive and not considered further.

19. TECHNICAL PROPOSAL CONTENT AND ORGANIZATION

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to provide services in conformity with the requirements of this RFP and the services set forth in the Scope of Services. The proposal should demonstrate the

qualifications of the firm and/or the particular staff to be assigned to this engagement. It should describe an approach to providing services that will meet the RFP requirements.

The proposal should be prepared simply and economically, providing a straight-forward, concise description of the proposer's ability to satisfy the requirements of the RFP. Adherence to the organization requirements will assist the evaluation committee in fairly and effectively evaluating the proposals.

Technical proposals should be organized in the manner set forth in Exhibit "A".

20. EVALUATION OF TECHNICAL PROPOSAL

The technical proposal will be evaluated in accordance with the criteria and process set forth in Exhibit "B".

21. FREEDOM OF INFORMATION LAW

The FSA is required to comply with the New York State Freedom of Information Law (Public Officer's Law Article 6). Should any member of the public request a copy of a proposal, the FSA will review the request and may disclose the requested proposal in whole or in part. If a bidder believes that its proposal or any portion thereof should be exempt from disclosure, it is incumbent upon the bidder to identify, AT THE TIME OF ITS PROPOSAL SUBMISSION, each page of the proposal for which exemption will be claimed. The bidder may indicate same with the words "Confidential", "Proprietary", or "Trade Secret" written or stamped on the page.

22. GRAMM-LEACH-BLILEY ACT

In performing any resulting contract, the successful bidder will receive, maintain, process, or otherwise have access to confidential information on students and/or customers at the college. Pursuant to the Gramm-Leach-Bliley Act (PAL. 106-102) and the Federal Trade Commission's Safeguard Rule (16 I.E. Part 314), the successful bidder must implement and maintain a written information security program in order to protect such customer information. Customer information is defined in relevant part under the safeguards rule as any record containing nonpublic personal customer information as defined in 16 C.F.R. § 313(n) (the FTC's Privacy rule) about a customer of a financial institution, whether in paper, electronic or other form (16 C.F.R. § 314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.

The safeguards the successful bidder implements under the Program must comply with the elements set forth in 16 C.F.R. § 314.4 and must achieve the objectives enunciated in 16 C.F.R. § 314.3 namely to:

- Insure the security and confidentiality of student and/or campus customer records and information;

- Protect against any anticipated threats or hazards to the security or integrity of such records;
- Protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any student and/or campus customer.

23. TERMS AND CONDITIONS

The applicable terms and conditions of this engagement are identified in Exhibit “J” attached hereto.

SCHEDULE 1: SCOPE OF SERVICES

Central to the contract to operate this program for the FSA is the relationship between the operator and the FSA. The key elements of that relationship include consideration of the following:

Purpose –The purpose of the early child care program is to provide a developmentally appropriate early childhood curriculum and a child care program to be known as the Early Learning Center. It does this by operating an exemplary program of early care and education that fulfills the applicable accreditation standards, and meets or exceeds the FSA’s standards.

Operator Role and Requirements – The successful bidder will become the program Operator. The role of the Operator is to operate the program in a manner that meets the standards of the FSA. The program should be consistent with the program description set forth in the Introduction to the RFP, and on the FSA website. The program will provide early childhood education for children from six (6) weeks to five (5) years of age. The Operator will be NAEYC accredited and a participant in “QualitystarsNY”. The Operator will be responsible for all inspections, grant applications, federal, state and local agency reporting, reports for licensing purposes and SUNY requirements.

Key Personnel and Training – Operator will provide a site director, head teachers and assistant teachers, and work in conjunction with the Schenectady school district to provide Head Start. Operator will provide funding for professional development for its staff assigned to this program. In addition program staff will attend training sessions required by SUNY.

Licensure – The Operator will be licensed by the New York State Office of Children and Family Services to operate a daycare center and have an existing collaboration with an early intervention agency that works with children with special needs ages three (3) to five (5) years of age.

Facility – The program is delivered in the College’s Gateway Building, located on the grounds of the main campus at 78 Washington Avenue, Schenectady, NY. The Operator will supply paper, paint, markers and other consumables for the children’s use, and will provide food (breakfast, lunch and snacks) for the children in accordance with the requirements of the Child and Adult Care Food Program (CACFP).

Grant funding – The operator will be responsible for submitting the child care grant application to SUNY to receive operating funding and block grant funding. The operating grant funds help to subsidize the cost of operations and the block grant funding subsidizes the tuition for student children enrolled in the center. The operator is responsible for submitting all reports requested by SUNY in conjunction with the grant funds. Copies of all grant applications and reports will be provided to the FSA Executive Director

Operator will deliver the program in three current classrooms, the large motor room and on the immediately adjacent playground. The classrooms have closet space which can be used for file storage and which contain refrigerators. There is office space available for the site director. Note that while there are no kitchen facilities at the site, some small kitchen appliances are available for use. The incumbent Operator meets the CACFP standards.

The FSA will provide fixtures, furnishings and equipment necessary to operate the program. Specifically, the FSA will provide the following in-kind contribution:

- Equipment
 - Shelves
 - Tables
 - Chairs
 - Refrigerator
 - Microwave
 - Toaster Oven
 - Dishwasher

The College will provide:

- The Facility
- Custodial and maintenance services – trash removal, vacuuming, mopping of floors
- Lights, phone, computer, printer, email, HVAC
- Maintenance of the playground
- Security (camera monitoring and security rounds)

Reporting – The FSA will provide the Operator with the mandated state and local reports for the program to be licensed by NYSOCFS by obtaining them from the College.

EXHIBIT A: PROPOSAL FORMAT

- Tab 1, Title page:

The Title page should reflect the RFP subject, name of the firm, address, telephone number and primary and secondary contact persons and include their email addresses.

- Tab 2, Table of Contents:

The Table of Contents must indicate the proposal material included, by tab number.

- Tab 3, Executive Overview:

The Executive Overview tab should include a narrative of the experience of the firm and assigned personnel with special reference to experience in the areas needed to provide services identified in the Scope of Services section of this RFP.

This section must include in separately headed sections:

- Firm History: A brief history and description of the firm
- An organization chart illustrating the chain of command from the top of the proposer's organization to the unit management level, identifying all key personnel and their functions, demonstrating organizational capacity to assume management of the Center.
- Program Team:
 - i. A listing of the firm's key staff member(s) who would be working at the College, and their experience.
 - ii. Resumes of the individual(s) identified above.
- Licensure:

All license and registration numbers authorizing the firm and individuals who will be working at the site.

- Tab 4, Scope of Services:

This section should describe how the firm will provide the services which appear in the Scope of Services section of this RFP, and should include a project plan outline with an estimated schedule of activities.

This section should also include all items identified for evaluation in the Level 1 Proposal Evaluation and Scoring Section of the RFP (Exhibit 'B').

- Tab 5, Prior Engagement:

The firm should list separately all engagements undertaken within the last five (5) years, ranked on the basis of total staff hours. The firm should indicate the scope of work, date(s), and any partners.

- Tab 6, Completed Forms:

This section should include all the forms and certifications that must be signed and submitted, per the RFP. [*Failure to submit correctly completed forms may be grounds to reject the proposal as non-responsive*].

EXHIBIT B: PROPOSAL EVALUATION AND SCORING

All proposals will be reviewed initially by the Executive Director to determine compliance with administrative requirements and instructions specified in this RFP. Only responsive proposals will be forwarded to the evaluation committee for further review.

Each responsive proposal will be evaluated by an evaluation committee comprised of representatives of the FSA Board of Directors and College at large. The goal of the evaluation process is to award a contract to the firm which offers the best value to the students, faculty and staff at SCCC, as that term is defined in the law.

During the Level 1 Review, the Evaluation Committee will review the proposals in accordance with the criteria set forth below. The scores from the Level 1 review will be ranked highest to lowest. Top scorers from the Level 1 Review will advance to the Level 2 Review for presentations, review of the firm's references, and consideration for contract award.

The FSA will be the sole judge as to the acceptability, for its purposes, of any and all proposals.

LEVEL 1 REVIEW:

Each responsive proposal will be reviewed individually by the members of the evaluation committee, who shall assign scores to each proposal based on the following criteria.

Proposers should submit sufficient information to allow the FSA to evaluate how their management structure and operations plan will achieve the goal of operating a high quality licensed, integrated early childhood preschool program.

The following criteria reflect the requirements of the Scope of Services outlined above.

FORMAT NOTE: Please write out and boldface each item below along with its item number followed by your response.

1.0 Program Operations (Maximum points 60)

2.1 Provide your philosophy of child development and teaching practices in a program of early care and education.

2.2 Provide your vision for the children's program portion (as opposed to the Lab School) of this school. Describe the program and curriculum you would implement. Describe how this will be introduced to children and families.

2.3 Describe your strategies for delivering high quality, licensed, integrated education for preschool children and a plan of action that describes how the full scope of services (start-up into ongoing operation) will be accomplished.

- 2.4 Describe the organizational culture you strive to establish and maintain in your centers and that would prevail at this one. Include practices employed to maintain positive relationships among children, parents, teachers, and administration.
- 2.5 Discuss how you currently enable families to be as involved as possible in their children's education.
- 2.6 Describe the internal procedures you currently have in place to communicate with families regarding education, staffing and policy changes in addition to out-of-the ordinary situations.
- 2.7 Discuss your approach to child developmental assessment, progress reporting, and its relationship to curriculum and family involvement.
- 2.8 Describe how your program promotes adherence to diversity - ethnic, cultural, linguistic and ability.
- 2.9 Describe your experience with various child care schedules, including part day and part week.
- 2.10 Provide a description of the management structure that your organization proposes for overseeing the child care service at the Center.
- 2.11 Describe relationship of, and contact of, your organization's upper level management with the Center Director.
- 2.12 Describe current operations in centers considered most representative of evidence of experience required for this RFP.
- 2.13 Describe management practices including:
- 2.13.1 Staff hiring approach
 - 2.13.2 Policies on working with the parents including approach to resolving parent concerns
 - 2.13.3 Any quality assurance groups
 - 2.13.4 Any other management-related practice which affects childcare operations.
- 2.16 Describe various marketing techniques used to help assure maximum enrollment at your current centers.
- 2.17 Describe how you ensure licensure and certifications are maintained, and how you ensure that the physical health and safety features of the environment conform to local, state and federal requirements.
- 2.18 Submit copies of written policies and procedural handbooks including sample parent handbooks and staff handbooks.

2.19 Discuss what types of snacks you would provide for the children and how they would be prepared, and who would undertake the preparation. Discuss your policies governing lunches brought from home or any other plan you have for providing lunches coming from off-site.

2.20 The Center is open to enrollment by the general public from the surrounding community. Identify proposed holidays, sick child care, after-hours care, late pickup policy, etc.

2.0 Staffing and Staff Development (Maximum points 30)

3.1 Describe your approach to teaching staff recruitment, selection and hiring, orientation and development including any other staff support plans.

3.2 Describe the expected or known experience of staff in the design, development, implementation and support of a rich early childhood education and childcare service program and facility operation. (Optional: provide resumes of proposed staff members that would be used for work under this RFP.)

3.3 Demonstrate experience in assessing skills of classroom staff and maintaining qualified teachers and administrative staff at all times.

3.4 What strategies do you employ to retain staff?

3.5 Provide staff schedules illustrating effective implementation of curriculum and proposed coverage for every classroom during all operating hours, including all full-time and part time staff. (Please include this element in financial proposal below.)

3.6 Outline emergency operations staffing procedures.

4.0 Facility Management (Maximum points 10)

4.1 Describe the frequency with which your organization stocks supplies, such as arts and crafts materials?

4.2 Describe how your organization assures that worn or broken children's toys / classroom items are replaced as needed.

4.3 Describe your organization's current practice in ensuring the classroom, including refrigerators and microwaves are kept clean and in compliance with state and health regulations, on a daily basis.

4.4 Describe plan to manage coordination of the FSA's, and college in-kind services as set forth in the Scope of Services.

5.0 Program Cost (Maximum points 10)

5.1 Describe how you would provide a quality program at local market rates with revenues generated by parent fees with the inclusion of the FSA in-kind contribution, and SUNY grant funds.

5.2 Submit salary ranges for each level of staff at like centers in your organization and compare each range to current market rates.

5.3 Describe the frequency of your salary increases and the methodology used in determining when and which staff receive the increases.

6.0 Site Visit (Maximum points 20)

As part of the evaluation process, the FSA will request an opportunity to visit one or more centers currently in operation and considered most representative of evidence of experience required for this RFP. During this site visit, the FSA evaluation team will be conducting a visual inspection of the center, assessing the cleanliness, safety and organization of classrooms, administrative spaces including kitchens, and outdoor environments; observing interaction among staff and children and implementation of curriculum; and assessing the overall quality of the program.

LEVEL 2 REVIEW: ORAL PRESENTATIONS

Up to three (3) of the highest scoring proposals from the Level 1 Review will advance to Level 2 Review for oral presentation and review of references. The FSA reserves the right to request firms advancing to Level 2 Review to provide copies of financial statements. In case of any tie scores, additional proposals will be considered for advancement. The oral presentation will consist of, at a minimum, a brief overview of the proposal, a firm interview, and an opportunity for the firm to ask additional questions of the FSA. Oral presentations must be in person (for example, not transmitted through Skype or similar electronic means). Scores resulting from the Level One review will be given some consideration during the Level 2 Review, but will not be controlling as to the final selection for contract award.

To the extent possible, the firm's members who will actually be performing the work are required to participate in the oral presentations. All travel, per diem, and any associated costs for the oral presentation will be borne solely by the firm. Refusal to provide an oral presentation, or to provide financial statements if asked, failure to appear for a scheduled presentation, or inability to agree on a suitable date/time for the presentation shall constitute complete grounds for disqualification of the firm from further consideration.

A contract will be awarded on the basis of which proposal from among those advancing to Level 2 the FSA deems best suited to fulfill the requirements of the RFP. The FSA also reserves the right not to make an award if it is deemed that no single proposal fully meets the needs of the FSA.

The College's Board of Trustees will make the final selection of the contract awardee.

EXHIBIT C: CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE SIGN A OR B

A. I do not have any affiliations or financial interests with any segment of Schenectady County Community College/County of Schenectady, or any employee, board member or elected official.

Signature: _____ Date: _____

Name: _____ Title: _____

Company Name: _____

B. I have an affiliation or financial interest with Schenectady County Community College/County of Schenectady, or any employee, board member or elected official. The affiliation or financial interest is as follows (please be specific):

Signature: _____ Date: _____

Name: _____ Title: _____

Company Name: _____

EXHIBIT D: NON-COLLUSIVE BIDDING CERTIFICATION

MUST BE SIGNED BEFORE A NOTARY PUBLIC

Required by Section 103(d) of the General Municipal Law

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

IF BIDDER(S) (IS/ARE) A SOLE PRACTITIONER, A PARTNERSHIP OR A LIMITED LIABILITY COMPANY, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS

LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (IS/ARE) A CORPORATION(S), COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

FIRM IDENTIFYING INFORMATION

Organization Name: _____
Address: _____
Phone: _____
Title: _____
Name: _____
Signature: _____

SIGNED: _____

PRINTED: _____

TITLE: _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of

_____, 20____ as the act and deed of said individual, corporation or partnership.

Notary Public, State of New York

EXHIBIT E: RESOLUTION AUTHORIZING SIGNATURES
(FOR CORPORATE BIDDERS ONLY)

Attention Bidder: If your company is incorporated, this form must be signed before a notary public.

RESOLVED that _____ is
(Name of Corporation)
authorized to sign and submit the bid or proposal of this corporation for the following project:

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under penalties and perjury.

The foregoing is a true and correct copy of the resolution adopted by

_____ Corporation at a
meeting of its Board of Directors held on the _____ day of _____, 20____.

(Secretary)

(SEAL)

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said individual, corporation or partnership.

Notary Public, State of New York

EXHIBIT F: PERSON AUTHORIZED TO RECEIVE NOTICE

(COMPLETE IF DIFFERENT THAN PERSON SUBMITTING BID FORM)

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

EXHIBIT G: REFERENCES

List the four (4) largest organizations for which you currently provide the same or similar service. Include names, addresses, email, and phone numbers of the person most familiar with your services.

Name	
Company Name	
Address	
Phone	
Email	

Name	
Company Name	
Address	
Phone	
Email	

Name	
Company Name	
Address	
Phone	
Email	

Name	
Company Name	
Address	
Phone	
Email	

EXHIBIT H: RECEIPT OF ADDENDA

PLEASE NOTE: If addenda have been issued, this must be completed.

BIDDER hereby acknowledges receipt of the following Addenda and has included these requirements in the Bid. (If none, so state and affix signature).

Addendum No. _____, Dated _____

Signature _____

Addendum No. _____, Dated _____,

Signature _____

Addendum No. _____, Dated _____,

Signature _____

EXHIBIT I: NEW YORK STATE FINANCE LAW § 139-j. Restrictions on contacts during the procurement process.

Each offerer that contacts a governmental entity about a governmental procurement shall only make permissible contacts with respect to the governmental procurement, which shall mean that the offerer:

a. shall contact only the person or persons who may be contacted by offerers as designated by the governmental entity pursuant to paragraph (a) of subdivision two of this section relative to the governmental procurement, except that the following contacts are exempted from the provisions of this paragraph and do not need to be directed to a designated contact pursuant to section one hundred thirty-nine-k of this article:

(1) the submission of written proposals in response to a request for proposals, invitation for bids or any other method for soliciting a response from offerers intending to result in a procurement contract;

(2) the submission of written questions by a method set forth in a request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract, when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract;

(3) participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders provided for in a request for proposals, invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract;

(4) complaints by an offerer regarding the failure of the person or persons designated by the procuring governmental entity pursuant to this section to respond in a timely manner to authorized offerer contacts made in writing to the office of general counsel of the procuring governmental entity, provided that any such written complaints shall become a part of the procurement record;

(5) offerers who have been tentatively awarded a contract and are engaged in communications with a governmental entity solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award;

(6) contacts between designated governmental entity staff of the procuring governmental entity and an offerer to request the review of a procurement contract award;

(7) (a) contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination, or in a subsequent judicial proceeding; or

(b) complaints of alleged improper conduct in a governmental procurement to the attorney general, inspector general, district attorney, or court of competent jurisdiction; or

(c) protests, appeals or complaints to the state comptroller's office during the process of contract approval, where the state comptroller's approval is required, provided that the state comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to section one hundred sixty-three of this chapter; or

(d) complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller's office;

(8) communications between offerers and governmental entities that solely address the determination of responsibility by a governmental entity of an offerer;

(9) (a) Any communications relating to a governmental procurement made under section one hundred sixty-two of the state finance law undertaken by the non-profit-making agencies appointed pursuant to paragraph (e) of subdivision six of section one hundred sixty-two of the state finance law by the commissioner of the office of children and family services, the commission for the blind, or the commissioner of education, and the qualified charitable non-profit-making agencies for the blind, and qualified charitable non-profit-making agencies for other severely disabled persons as identified in subdivision two of section one hundred sixty-two of this chapter; provided, however, that any communications which attempt to influence the issuance or terms of the specifications that serve as the basis for bid documents, requests for proposals, invitations for bids, or solicitations of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a state agency, the state legislature, the unified court system, a municipal agency or local legislative body shall not be exempt from the provisions of this paragraph; provided, however, that nothing in this subdivision shall be construed as recognizing or creating any new rights, duties or responsibilities or abrogating any existing rights, duties or responsibilities of any governmental entity as it pertains to implementation and enforcement of article eleven of this chapter or any other provision of law dealing with the governmental procurement process, and that nothing in this subdivision shall be interpreted to limit the authority of a governmental entity involved in a government procurement by exercise of an oversight function from providing information to offerers regarding the status of the review, oversight, or approval of a governmental procurement that has been submitted to or is under review by that governmental entity.

b. shall not attempt to influence the governmental procurement in a manner that would result in a violation or an attempted violation of subdivision five of section seventy-three or section seventy-four of the public officers law, or of other applicable ethics code provisions that are equivalent to subdivision five of section seventy-three or section seventy-four of the public officers law where the public officials that are involved in the governmental procurement are not subject to subdivision five of section seventy-three or section seventy-four of the public officers law.

EXHIBIT J: TERMS AND CONDITIONS

The following terms and conditionals shall apply to this engagement.

TAXES

Contractor agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be Contractor's obligation. Purchases made by the FSA are exempt from New York State and local sales taxes, and with certain exceptions, federal excise taxes.

TIME OF ESSENCE

Time is of the essence with respect to performance of the services and equipment to be provided in this agreement.

WARRANTIES AND REPRESENTATIONS

Contractor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Contractor represents and warrants that none of its work performed under this Contract will infringe on the rights of third parties. Contractor will supply at all times an adequate number of well-qualified personnel to perform the work. Contractor will provide a contact person available and authorized to remedy non-conformity with this warranty. If any of the work is found to be infringing, Contractor will correct the work to be non-fringing at no charge to the FSA.

EQUIPMENT, TOOLS, AND SUPPLIES

The Contractor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required, excepting that which is expressly supplied by the FSA. The Contractor is not required to purchase, rent or hire any equipment, tools, supplies, offices transportation, personnel, insurance or instrumentalities from the FSA.

INDEMNIFICATION

The Contractor will indemnify and save harmless the FSA, Schenectady County Community College and the County of Schenectady, its officers, agents and employees, from any and all damages, costs, including attorneys' fees, expenses, judgments and awards of any nature or description arising out of its performance of this contract.

INSURANCE OBLIGATIONS OF THE CONTRACTOR

The Contractor will provide and keep in full force and effect during the term of this agreement, at the its own cost and expense, the following insurance policies for the joint benefit of the itself and the FSA, with an insurer acceptable to the FSA:

a. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;

b. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. Prior to entering into a contract with the FSA, the Contractor will be required to verify to the FSA, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the New York State Workers' Compensation law. Failure to provide verification of workers' compensation or disability benefits coverage at the time of contract execution will be grounds for disqualification of an otherwise successful bid. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

c. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.

d. Professional liability insurance with a general aggregate limit of Five Million Dollars (\$5,000,000.00) and an occurrence limit of Two million Dollars (\$2,000,000.00).

Contractor will deliver to the FSA offices at 78 Washington Avenue, Schenectady, NY 12305, Attn: FSA Executive Director Elston 107, true and correct copies of its insurance policies required above, and certificates of such insurance along with the executed Contract.

Each such policy will name the Faculty Student Association of SCCC (FSA), Schenectady County Community College (SCCC) and the County of Schenectady as an additional insured and will state that the Contractor's policy shall be primary and that any insurance carried by the FSA, SCCC and/or the County of Schenectady shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the FSA in the event of cancellation or reduction in coverage amount. Additionally, if the Contractor assigns any portion of the duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder, and produce evidence of same to the FSA.

Contractor will immediately notify the FSA if the Contractor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of New York. If the Contractor commercial general liability insurance contains such restrictive endorsements, the Contractor shall have five (5) business days to remove said restrictions. If the Contractor is unable to do so, the FSA may terminate this agreement, and will be required to give the Contractor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

TERMINATION

- a. Cause: For a material breach that remains uncured for more than fifteen (15) days or other specified period after written notice to the Contractor, this Contract may be terminated by the FSA at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination by the FSA that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the FSA may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach. Contractor will reimburse the FSA for the actual costs to complete the services in excess of the contract fees provided for in this agreement. Any such act by the FSA will not be deemed a waiver of any other right or remedy of the FSA, including, without limitation, the FSA's right to consequential damages caused directly or indirectly by the Contractor's default.
- b. Authorization of Funds: If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the State of New York, County of Schenectady, and/or State University of New York. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the FSA of any further obligation, except for the FSA's obligation to pay for services already performed pursuant to this agreement.
- c. Convenience: This contract may be terminated at any time by the FSA for convenience upon thirty (30) days written notice without penalty or other early termination charges due. If the Contract is terminated pursuant to this subdivision, the FSA shall remain liable for all accrued but unpaid charges incurred until the date of termination.
- d. Automatic Termination: This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) failure to comply with federal, state or local laws, regulations or requirements, or (c) expiration of the term.
- e. For Violation of the Sections 103-d of the General Municipal Law: the FSA reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 103-d of the General Municipal Law (Certificate of Non-Collusion) was intentionally false or intentionally incomplete. Upon such finding, the FSA may exercise its termination right for cause.
- f. For Violation of Revised Tax Law 5a: the FSA reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the FSA may exercise its termination right for cause.

COMPLIANCE WITH LAWS; DISCRIMINATION CLAUSE

Contractor agrees to comply with all applicable federal, state, and local laws and regulations. Contractor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin veteran status, political affiliation or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

JURISDICTION, VENUE AND CHOICE OF LAW

Any actions arising out of performance of services resulting from this solicitation shall be governed by the laws of New York State, and shall be brought and maintained in the County of Schenectady, State of New York, or the Federal District Court for the Northern District of New York.

ASSIGNMENT/SUBCONTRACTING

- a. Assignment: Contractor may not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the FSA, which consent may be granted or withheld in the sole and absolute discretion of the FSA.
- b. Subcontracting: Contractor may not subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, without the prior written approval of the FSA.

FORCE MAJEURE

Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

AUDIT

Contractor agrees that the FSA or its designee shall have the right to review and copy records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the FSA or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor

agrees to include a similar right of the FSA or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

LICENSE

Contractor represents and warrants that it holds license, permit or special license to perform the services pursuant to this agreement, as required by law or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while performing its services pursuant to the agreement.

INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its agents, officers, employees and subcontractors under the Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the FSA or the County of Schenectady, and therefore they are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of the Contract, to maintain at its expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance, and to provide the FSA and/or the County of Schenectady with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

OWNERSHIP OF MATERIALS

The Contractor agrees that all final product materials generated by or for the FSA in the performance of the services set forth herein shall be deemed work for hire and shall become the FSA's exclusive property. Thus, prior to expiration of any agreement entered into with the FSA to perform the services set forth herein, the Contractor will turn over all materials to the FSA.

CONFIDENTIALITY

The Contractor recognizes that it may be receiving confidential information and agrees to retain all information provided by the FSA in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement, without prior written consent of the FSA. The FSA retains the right to enjoin any unauthorized disclosure in an appropriate court of law. If requested by the FSA, each staff member assigned to the the FSA account will execute a non-disclosure agreement prior to assignment, the original of which shall be maintained by the FSA.

SEVERABILITY

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision was never contained in the Contract.

ENTIRETY OF AGREEMENT/ORDER OF PRECEDENCE

Contractor agrees to perform this Contract and to furnish the services in connection therewith in accordance with all the conditions, covenants, and representations set forth in the following documents. Only documents expressly enumerated below shall be deemed a part of this Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect.

Contract and those documents referenced below constitute the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

Conflicts between these documents shall be resolved in the following order of precedence:

- The FSA answers responding to Bidder Questions, if any
- Amended RFP, if any
- RFP
- Contractor's Proposal

INTENTIONALLY LEFT BLANK