DEPARTMENT OF LABOR AND INDUSTRY EARLY LEARNING CENTER

CHILDCARE SERVICES

REQUEST FOR PROPOSAL

6100064874

Issuing Office

Labor & Industry Parents' Association

651 Boas Street

Harrisburg, PA 17121

Email: RA-LIPARENTS-ASSOC@PA.GOV

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CALENDAR OF EVENTS

Activity	Responsibility	Date
RFP Issuance and Mandatory Site Visit to Interested Contractors at 651 Boas Street, Harrisburg, PA 17121	Issuing Office	June 23, 2026 10:00 AM
Deadline to Submit Questions	Offerors	July 7, 2026 4:00 PM
Answers to Questions Provided to interested bidders	Issuing Office	July 14, 2026
Proposal Submission Deadline	Offerors	July 28, 2026, 2:00 PM

PART I

GENERAL INFORMATION

I-1. Purpose. The Labor & Industry Parents' Association ("LIPA") is soliciting proposals from qualified childcare providers to operate a high-quality, affordable, and licensed childcare center for children aged six weeks through five years. The childcare center is located at 651 Boas Street, Harrisburg, PA, and is part of the Governor's Model Child Care Program. This Request for Proposals (RFP) provides interested contractors with sufficient information to enable them to prepare and submit proposals for consideration for the LIPA to satisfy the need for childcare services.

I-2. Issuing Office. This RFP is issued by the Labor and Industry Parents' Association ("Issuing Office"). The Parents' Association will have final selection, control, and approval for payment of the selected childcare provider. The Contract will be between the Parents' Association and the selected contractor. The sole point of contact for the Parents' Association regarding this RFP shall be the LIPA liaison. Please refer all inquiries to the Issuing Office in writing via email to RA-LIPARENTS-ASSOC@PA.GOV.

I-3. Scope. This RFP outlines the requirements for submitting proposals, including technical and cost. The selected contractor will be responsible for all aspects of center operations.

I-4. Project Description. The Parents' Association seeks to acquire a supplier to provide affordable childcare services for up to 47 children. The selected contractor must deliver high-quality childcare, meeting the developmental needs of the children including their social, emotional, physical, intellectual, and creative needs and meet all requirements for a childcare facility established by the Pennsylvania Department of Human Services, Office of Child Development and Early Learning (OCDEL). The selected contractor will be legally liable for the operation of the childcare facility.

The Commonwealth provides the Parents' Association with space in the Labor & Industry Building at 651 Boas Street, Harrisburg PA 17121 (see Appendix G – Floor Plan), and the following utilities and services without cost: heating, ventilation, cooling, electricity, water, sewer, and janitorial services (excluding operational cleaning supplies). The selected contractor will be reimbursed through tuition fees and will report to the Parents' Association Board of Directors.

With oversight from the Parents' Association, the selected contractor will be responsible for staffing, equipping, insuring, administering, and managing the operations of the childcare service. The selected contractor must meet the Parents' Association's requirements for participation, collaboration, information, and guidance. The caregivers' wages and benefits shall

reflect the importance of quality childcare and the willingness of parents to pay for talented and skilled individuals.

I-5. Contract Type and Term. The initial term will be two years. The Issuing Office will fix the Effective date after the contract has been fully executed by the selected Offeror and by the Issuing Office. The awarded contractor shall not start the performance of any work prior to the Effective Date of the contract, and not until notified by the Association's Project Officer with a "Notice to Proceed" letter. The LIPA and the Commonwealth are not responsible for any costs incurred by offerors prior to issuance of a contract. The contract shall commence on the Effective date and will expire two years after the effective date, unless it is terminated earlier pursuant to the terms of the contract, with at least one hundred eighty (180) days' notice of such Party's decision not to automatically renew this agreement before the expiration of the Initial Term or any Renewal Term of its intent to renew this agreement. The Initial term and any Renewal Term are collectively referred to as the "Term". Should the contract be awarded to another Offeror at any time during the initial or renewal years of the contract, the outgoing Offeror is required to ensure there is a fluid transition between Offerors, center children, staff, and families.

I-6. Rejection of Proposals. The Issuing Office reserves the right to reject any or all proposals received because of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Questions & Answers. Questions must be submitted by email (with the subject line **RFP 6100064874**) **Question** to RA-LIPARENTS-ASSOC@PA.GOV no later than the date indicated on the Calendar of Events July 7, 2026, at 04:00 PM ET. Responses to the questions will be emailed to all interested contractors who attended the site visit on June 23, 2026. The Offeror shall not attempt to contact the LIPA or the LIPA Liaison by any other means. The LIPA Liaison shall provide the responses to the questions as an addendum to the RFP and contract.

The LIPA shall not be bound by any verbal information provided nor shall it be bound by any written information that is not contained within LIPA's written questions and answers/contained within the RFP or formally issued as an addendum by the Issuing Office. Questions do not constitute a protest of the RFP.

I-9. Addenda To The RFP. Any changes to the RFP will be issued as written addenda. The LIPA Liaison will be responsible for emailing the contractors who attended the mandatory site visit on June 23, 2026. It is the Offeror's responsibility to monitor his or her email for any new information or addenda to the RFP.

I-10. Response Date. To be eligible for consideration the proposal must be received by the LIPA Liaison on or before the time and date specified in the Calendar of Events. If, due to any reason,

the LIPA office location to which proposals are to be sent is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notified Offerors. The time for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-11. Proposal Submission. Proposals must be received by July 28, 2026, 2:00 PM ET at the address listed above. Late submissions will not be accepted. To be considered, Offerors should submit a complete response to this RFP to the LIPA Liaison, using the format provided in Part II. The Offeror shall make no other distribution of its proposal to any other Offeror or LIPA or Commonwealth official. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (see Appendix D - Proposal Cover Sheet) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. A proposal being timely submitted and signed by the Offeror are the **two (2)** mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to **(1)** waive any other technical or immaterial nonconformities in an Offeror's proposal, **(2)** allow the Offeror to cure the nonconformity, or **(3)** consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Officer selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

To be considered, the Offeror must respond to all proposal requirements. Each proposal consists of **two (2)** submittal components: **Technical and Cost**. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, such as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

Each Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for the proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for the proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-12. Economy of Preparation. Offerors should prepare proposals simply and economically, providing straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-13. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-14. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-15. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact regarding all contractual matters.

I-16. Proposal Contents.

A. Confidential Information. The Parent Association is not requesting and does not require confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential, proprietary, or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and additionally provide a redacted version of its proposal, which removes only the confidential, proprietary, or trade secret information, for potentially required public disclosure purposes of the redacted versions.

B. Parent Association and Commonwealth Use. All material submitted with the proposal shall be considered the property of the Parent Association and may be returned only at the Issuing Office's option. The Parent Association has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Parent Association shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request to the Commonwealth for public records made under the Pennsylvania Right-to-Know Law, 65 PS § 67.101, et seq. If a proposal submission contains confidential or proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public

records requests. A **Trade Secret Confidential Proprietary Information Notice Form** (see Appendix C – Trade Secret Confidential Proprietary Information Notice Form) that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-17. Best and Final Offers.

A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" (BAFO). To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations;

2. Request revised proposals; and

3. Enter pre-selection negotiations

B. The following Offerors will not be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Offerors that the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.

2. The Offerors, which the Issuing Office has determined in accordance with Part III, Section from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.

3. Those Offerors whose score for their Technical Submittal of the proposal is less than 75% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors that the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in Part II, Section, shall also be used to evaluate the Best and Final Offers.

I-18. News Release. Offerors shall not issue news releases, Internet postings, advertisements, or any other public communications pertaining to this RFP and Contract without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-19. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the LIPA Liaison is the sole point of contact concerning this RFP. Any

violation on this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of the proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-20. Issuing Office/Parent Association Participation. The LIPA's Executive Board (Board) will take an active part in the successful Offeror's performance of this Contract, and the Offeror should be prepared to work with the LIPA Board throughout the term of the Contract. The LIPA will rely upon its Board to answer various questions from time to time about the Contract. It will be necessary, therefore, that LIPA be closely involved in the work of the contractor. This will include, but is not limited to attending meetings, reviewing analytical procedures, and monitoring the contractor's progress as to scope, budget, work plans, time and any other performance functions. The Offeror's willingness to work with the LIPA is a material obligation of the Contract and should be explicitly stated in the proposal.

Offerors shall provide all labor, supplies, software, and other support necessary to complete the identified work. The Commonwealth provides the LIPA with space in the Labor & Industry Building at 651 Boas Street, Harrisburg, PA 17121 (see Appendix G– Floor Plan), and the following utilities and services: heating, ventilation, cooling, electricity, water, sewer, and janitorial services (see Appendix F - Agreement between the Commonwealth of Pennsylvania, Department of Labor & Industry and the Labor & Industry Parents' Association, Inc.).

I-21. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contracts(s). The Parent Association shall treat any misstatement, omission, or misrepresentation as fraudulent concealment of the true facts relating to the proposal submission, punishable pursuant to 18 Pa.C.S. § 4904.

B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential Offeror, Parent Association, or Commonwealth employee.

C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is a Offeror, potential Offeror, Parent Association, or Commonwealth employee for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this Contract, or to submit a proposal higher than this proposal, or

to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes the Commonwealth agencies to release them to the Parent Association concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives the fully executed and approved written Contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform any work.

I-22. Notification of Selection.

A. **Contract Negotiations.** The Issuing Office will notify the selected Offeror of its selection for negotiation after the Parent Association has considered the Evaluation Committee's recommendation, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Parent Association.

B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-23. Debriefing Conferences. Offerors whose proposals are not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing of a protest.

I-24. RFP Protest Procedure. For this RPP, Offerors may file a bid protest with the LIPA Liaison in writing via RA-LIPARENTS-ASSOC@PA.GOV within seven (7) days after the Protesting Party knew or should have known the facts giving the rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award. A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-25. Minimum Qualifications. Offerors must have at least the following qualifications to be considered for selection:

1. Demonstrated experience providing licensed childcare services and operating a large childcare facility located in the Commonwealth of Pennsylvania. Early Learning Provider Requirements | Department of Human Services | Commonwealth of Pennsylvania. Bidders must have at least five years of such experience. This experience should include operating either in government buildings, or in employer or association sponsored settings. Bidders must have experience in successfully participating in Keystone STARS and National Association for the Education of Young Children (NAEYC) accreditations.

2. Demonstrated organizational, financial management and accounting abilities that will adequately track the work associated with the Contract and provide such information to the LIPA and the Department. This work shall include tracking income, expenses, and payroll, budget preparation report development and ensuring compliance with licensing requirements. Given the use of Commonwealth facilities, accounting oversight by the LIPA and the Department of contractor operations and costs to operate the childcare are required.

I-26. Key Personnel. Contractor agrees to notify the Parent Association immediately verbally and in writing of any change in leadership personnel used by the Contractor to perform Contract work for the entirety of the agreement. LIPA reserves the right to require approval of the Contractor's leadership personnel performing contract work for initial operation and for any changes in the Contractor's leadership personnel throughout the course of the contract. The Contractor must follow any existing agreement between the Department and the LIPA concerning critical document sharing, personnel, and other issues.

PART II

PROPOSAL REQUIREMENTS

II-1. Offerors shall provide seven (7) copies of their proposal and shall include 2 separately sealed cost submittals.

In addition to the paper copies of the proposal, Offerors shall submit one complete and exact copy of the entire proposal (Technical, Cost and SDB/SB submittals, along with all requested documents) on Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy, and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. The Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the Flash drive before it was submitted. The Flash drive shall be encrypted and meet a data in transit requirement such as the Kingston Data Traveler.

A. Technical Submittal. For consideration of award, offerors shall describe in narrative form its understanding and/or approach to each of the following requirements.

1. Statement of the Problem - State in succinct terms your understanding of the service required by this RFP.

2. Company Overview – Offeror shall describe its corporate identity, including name, address, telephone number, website and email address for the legal entity with whom the contract will be written. Additionally, the Offeror shall identify the length of time the Offeror has been providing childcare services. Include education philosophy and curriculum overview.

3. Prior Experience – Offeror shall describe their experience in providing Commonwealth-licensed childcare services and operating a childcare facility of similar size to a facility with a maximum of 47 children. Experience shall include but not be limited to: 1. a minimum of five years' experience operating a childcare facility, and 2. Operating in an employer or association sponsored setting. Provide any references from any currently operated sites. Provide prior Experience operating in government buildings, employer or association sponsored settings (including NAEYC and Keystone STARS).

4. Personnel - Provide an organizational chart that demonstrates the number of executives and professional personnel who will be engaged in the work and indicates where these personnel will be physically located during the time they are engaged.

Provide a description of proposed program staff. Pay particular attention to indicating the leadership/project management staff and ensure adequate project management staff is provided. Demonstrate sufficient staffing to maintain staff-child ratios required by Department of Human Services, OCDEL.

Provide a summary of education, duties, certifications, and experience of all key personnel. At a minimum, the Offeror shall designate, as part of its staffing plan, the following key personnel:

a. **On-site Director.** Individual who will be the main contact of the LIPA to the childcare center and will supervise the staff who provide care for enrolled children.
b. **Teaching/Care-giving Staff.** Individuals who provide the day-to-day care of enrolled children in the classrooms of the childcare center.;

5. Training Plan - Training plan for staff which must include Red Cross certification in CPR. **Note: A criminal background check and a child abuse history clearance are required and forms SP4-164 (Criminal History) and CY-113 (Child Abuse History) are necessary. Pursuant to the Agreement between L&I and Parent Association both the criminal background check and the child abuse history clearance for each staff member must be renewed on an annual basis at the cost of the contractor.** The purpose of the criminal background check and the child abuse history clearance is to ensure that staff hired by the contractor has no child related or other disqualifying convictions or charges. A criminal background check and child abuse history clearance on staff hired by the contractor shall be conducted at the time of employment and annually thereafter during each staff member's employment.

- Competitive wages: Wages of the lowest paid caregiver must be in compliance with Management Directive 205_21.pdf, and Executive Order 2016-02 but may be higher to attract and retain qualified caregivers.
- Benefits and training: The Contractor's full-time employees working on this contract will receive at least ten paid vacation days a year. It is the preference of the Association that part-time employees be able to earn vacation. Full-time employees must have access to medical benefits via the contractor/provider. It is the preference of the Association that part-time employees have access to medical benefits as well.

5. Subcontractors. Offeror shall state subcontractors who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any

part of this Project without the express written approval from the Commonwealth. Upon awarding the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved.

Offeror shall describe the subcontractor's (exclusive or affiliates) experience as it pertains to the services to be provided in this RFP and any resulting contract. If Offeror
is proposing to use the services of subsidiaries or affiliated firms, the Offeror shall describe the business arrangement with that entity and the scope of services to be provided by that entity.
Subcontractors shall perform their services and provide any goods in accordance with the requirements of this RFP and any resulting Contract. For each position included in your subcontracting plan provide:

a. Name of subcontractor;
b. Primary contact name and email;
c. Address of subcontractor;
d. Description of services to be performed;
e. Number of employees by job category assigned to this project; and
f. Resumes (if appropriate and available).

Provide a description of duties for proposed consultants and volunteers, if applicable.

6. Work Plan - Including staffing, curriculum, meal plans and operations. The work plan for each task should be in sufficient depth to afford the Parent Association a thorough understanding of the work planned for each task. Individual tasks may be grouped into larger groups of tasks in each phase if it is clear which tasks are being grouped together. The work plan should list the employees and their anticipated work hours for each task or group of tasks, but not include their billable rate, as cost information is to be provided separately. Please pay particular attention to indicating the leadership/project management staff and ensure that adequate management staff is provided. The Center director must be a full-time position. The Association will consider how the Offeror will hire and retain staff at the L&I location, including plans for hiring and retaining of staff and the continuity of care at the Center. The Association will consider how the Offeror will transition children between classrooms as the child ages. This criterion includes the ability of the contractor to meet licensure requirements for childcare centers by the Commonwealth of Pennsylvania, Department of Human Services. All licensing documents are subject to the review of the Parent Association. This includes historical licensing documentation, including corrective action reports or any history of licenses being revoked, suspended, or placed on probation, for any facilities the Offeror is currently operating or has operated previously.

7. **Early Childhood Development -** Provide in narrative form how your firm supports early learning and kindergarten readiness, social and emotional development and the inclusion of children with special needs.

8. Licensure Record and History - Provide copies of all licensures held currently and any licenses that have been revoked, suspended or placed on probation. This shall also include any litigation, enforcement actions, complaints to the DHS or any other regulatory authority. Include franchise agreement if applicable.

9. Inspection - Include the process for inspections, corrective action and regulatory reporting. In addition, provide copies of all current inspections performed by the Department of Human Services, OCDEL for all facilities you operate and/or manage as a sole proprietor or franchise.

10. Training Plan - Indicate recommended and completed training of agency personnel. Include agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

11. Financial Capability - Describe your company's financial stability and economic capability to fulfil the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

12. Objections to Standard Terms (if any) **-** The Offeror will identify which, if any, of the terms and conditions that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept

references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, based on the terms and conditions set out in the **Terms and Conditions** contained in this RFP. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions.**

13. Emergency Preparedness - To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

a. Describe how you anticipate such a crisis will impact your operations.
b. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
    1. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
    2. Identified essential business functions and key employees (within your organization) necessary to carry them out;
c. Contingency plans for:
    1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and,
    2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
    3. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
    4. How and when your emergency plan will be tested, and if the plan will be tested by a third party.

14. Parent Handbook (draft or existing)

PART III

CRITERION FOR SELECTION

III-1. Evaluation Criteria. The following criteria will be used in evaluation:

Criterion	Weight
Technical	65%
Cost	35%

Proposals must score at least 75% of the available technical points to be considered for award.

A. Technical: The Issuing Office has established the weight for the technical criterion for this RFP as **65%** of the total points. Evaluation will be based upon the following:

1. PRIOR EXPERIENCE. Work completed in the previous five years will carry greater weight than older work. This would also apply to any subcontractors. Prior work experience should be similar work done by individuals who will be assigned to this project and/or similar projects completed by the Offeror. Copies of prior work materials may also be submitted.

2. PERSONNEL. Qualifications of personnel will be measured in terms of education and experience, with particular reference to experience in providing childcare services.

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **35%** of the total points. The cost criterion is rated by giving the quote with the lowest total cost the maximum number of Cost points available. The remaining quotes are rated by applying the Cost Formula set forth at the following webpage RFP Scoring Formula | Department of General Services | Commonwealth of Pennsylvania

III-2. Offeror Responsibility

To be responsible, an Offeror must submit a responsive proposal and possess the capability to fulfil the contract requirements in all respects and the integrity and reliability to assure good-faith

performance of the contract. For the Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to 75 of the available technical points; and
B. The Issuing Office will award a contract only to an Offeror determined to be responsible under the Contractor Responsibility provisions of Section 6 of the Terms and Conditions of the Contract.

III- 3. Final Ranking and Award

A. After any best and final offer process conducted, the Issuing Office will combine the Evaluation Committee's final technical scores and the final cost scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
B. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each, in descending order.
C. The Issuing Office will select for contract negotiations the Offeror with the highest overall score.
D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interest of the Parent Association.

PART IV
WORK STATEMENT

IV-1. General Objectives. Governor Shapiro shares a commitment with the citizens of Pennsylvania that our Commonwealth provides quality, affordable childcare. The Parent Association, incorporated as a non-profit organization, shares this commitment to providing high quality worksite childcare facilities to the Labor and Industry and other Commonwealth agency employees. A Board of Directors governs the Parent Association. The Board meets on a regular basis to oversee the operations of the Center.

The contractor is expected to provide high quality, affordable work-site childcare services for presently up to 47 children from 6 weeks through 5 years of age or pre-kindergarten for the duration of the contract (5 years). The location of the center is Room 150E, 651 Boas Street, Labor and Industry Building, Harrisburg, PA 17121.

IV-2. Nature and Scope of the Project. The contractor must meet all the following objectives:

A. Affordability: The contractor must provide high-quality, affordable childcare, and accept DHS supported funding opportunities, including the Child Care Works Subsidized Child Care Program
B. Periodic Evaluations: The contractor will be expected to provide periodic evaluations twice a year of each enrolled child's progress to the parents.
C. Prior Experience: The contractor must have demonstrated experience providing Commonwealth-licensed childcare services and operating a large childcare facility. Bidders must have at least five years of such experience. This experience should include operating either in government buildings, or in employer or association sponsored settings. References from any currently operated sites shall be provided.
D. Diversity of Caregivers: To ensure diversity, equity and inclusion in staffing and programming, the contractor is encouraged to recruit caregivers from diverse backgrounds in terms of race, ethnicity, sex, and age. This should also be reflected in educational programming.
E. Classroom Environment: The contractor shall employ a procedure for maintaining order that is based upon positive reinforcement. The methods used to maintain order shall be made known to LIPA prior to use. Corporal punishment is prohibited.
F. Employee Wages: Wages of the lowest paid caregiver must be in compliance with Management Directive 205_21.pdf, and Executive Order 2016-2, but may be higher to attract and retain qualified caregivers.
G. In-Service Training: The contractor is expected to have an in-service training plan for caregivers. The plan must be submitted to the Parent Association prior to implementation.
H. Special Needs Children: The contractor will reasonably accommodate the needs of children with disabilities. The contractor's policy for serving children with special needs should be clearly stated and provided to the Parent Association.

IV-3. Requirements

1. **Age:** Provide childcare services for children aged 6 weeks through 5 years or pre-kindergarten.

   Describe how you will provide age-appropriate care.

2. **Hours of Operation:** 7:00 AM–5:30 PM Note: Operation hours of the Center may be adjusted by the Parent Association Board of Directors periodically according to need.

   Days of Operation: Monday through Friday.

   a. Exceptions: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents' Day (Third Monday in February), Memorial Day (Last Monday in May), Juneteenth (June 19), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veterans' Day (November 11), Thanksgiving Day (Fourth Thursday in November), Day After Thanksgiving (Fourth Friday in November), and Christmas Day (December 25).

   b. Holidays occurring on Saturday are observed the preceding Friday; Sunday holidays are observed on the following Monday. The Center must remain open or close along with all state offices in the Capitol Complex.

   c. If the Labor & Industry Building is closed for any reason (inclement weather, water emergency, inaugurations, or other scheduled events where the Capitol Complex is closed), the Center will close, except for in-service training as necessary.

   Describe your plan for maintaining operations, and adjusting for work cancelations.

3. **Meals:** The contractor will be required to provide breakfast and lunch as well as morning and afternoon snacks. The L&I building has a kitchen that will be able to be used to provide meals. Food should be age appropriate.

   Describe your plan for providing snacks and meals, including how menus will be developed.

4. **Forms:** The forms provided by the Pennsylvania Department of Human Services for applications, health appraisal, parental consent, accident reports and staff use data shall be used.

5. **Required Equipment and Supplies:** The existing equipment and supplies currently in the center are owned either by the Commonwealth or the LIPA. Exception: Parents will be responsible for providing items such as diapers, bottles, baby formula, bedding, extra clothing, or other personal items needed for care of the child.

6. **Parent Handbook:** The Contractor shall provide a written handbook of the contractor's philosophies, policies, procedures, with the offer and will also provide the written handbook to each parent who enrolls a child in the childcare center when the contract commences.

Provide a copy of the parent handbook. Describe any necessary changes that will be made to meet the requirements of this RFP.

7. **Accounting and Collection of Participant Fees and Tuition:** The contractor will be responsible for the collection of fees and tuition from individuals. The Parent Association will in no capacity be responsible for the collection of fees or tuition.

   Describe how fees are collected, including the use of any software or apps used in payment/processing of tuition and fees. Describe policies and processes on tuition, vacation, late payments, absences, advance payments, etc.

8. **Insurance:** The Offeror will procure and maintain all insurance coverages required to operate a childcare center in Pennsylvania, including but not limited to: Workers' Compensation, Employer's Liability Insurance, Comprehensive General Liability, and Professional Liability Errors and Omission Insurance.

9. **Communication**: The Offeror will work with LIPA, L&I staff, and other Commonwealth staff as necessary to communicate to eligible parents the availability of childcare services operating at 651 Boas Street. The Offeror will create marketing supplies such as fliers and posters for distribution. The Offeror will also communicate to the parents of enrolled children regarding their care and progress in educational curriculum. Periodic meetings shall be held between the Parent Association Board of Directors and the contractor. These meetings will include, but not be limited to, the following topics: grievances, financial reports, and annual review. The contractor will also attend monthly Parents' Association meetings.

   Describe your plan for communications to: employees, parents, and LIPA's Board of Directors.

10. **Evacuation Plan:** The plan for evacuation of the Center in the event of fire, bomb threat, or other emergencies shall be reviewed and tested at least every 60 days. The contractor will also work with the Sponsoring Agency's Safety Committee and/or the LIPA's Board of Directors to review procedures and alternate sites identified for use if an evacuation is required for an extended period or during inclement weather. The contractor must comply with any evacuation requirements developed and implemented for the offices and childcare centers in the Capitol Complex.

11. **Tobacco-Free Policy:** There will be no tobacco use, including e-cigarettes, e-cigars, vapes, e-hookahs and e-pipes in the Center, office, kitchen, bathroom, or outdoor play areas.

12. Staffing:

Child-Staff Ratios:

1. Infants: 4 to 1 staffer
2. Young Toddlers: 5 to 1 staffer
3. Toddlers: 6 to 1 staffer
4. Preschoolers: 10 to 1 staffer

These child-to-staff ratios meet the minimum requirements of the Department of Human Services. The contractor is encouraged to submit a proposal that includes lower ratios (particularly for infants). The ratios are to be maintained throughout all hours of operation, with one exception: naptimes for the children, where higher ratios compatible with the guidelines from the Department of Human Services are applicable.

At no time are the parents of children considered "caregivers" for the purpose of calculating staffing ratios.

Describe in detail your plan for adequately staffing the center and for ensuring that child-staff ratios are maintained, including the number of positions used to staff the childcare center. Please also provide how the contractor will hire and retain staff at the childcare center, including for the continuity of care.

Administrative Staff: The Offeror will provide on-site administrative staff to include a director of the childcare center. Duties of administrative staff may include direct childcare in accordance with Department of Human Services, OCDEL regulations.

Describe the on-site administrative staff, including each position's roles, responsibilities and time spent on direct childcare.

13. **Movement between Classes:** Children are to be moved from class to class when their age and level of development permit. No child shall be moved forward more than two months prior to the normal age, nor shall any child be held from movement for more than three months after the normal age, without the expressed written consent of the child's parent (a copy of which shall be provided to the Parent Association Secretary). Movements at the proper age may be made with written consent, through consultation with the parent(s) or written notification prior to moving the child. In the event the contractor wishes to make changes in the age levels in a center classroom (i.e., switch the older and younger toddler classrooms), the contractor will first obtain the approval of the Parent Association.

14. **Enrollment:** The director will maintain an updated list of families requesting enrollment at the center and will follow the enrollment process as set forth by the Parent Association and in compliance with Management Directive 205.21. The director will contact those families when there is an appropriate opening in the Center. When there are openings that cannot be filled, the contractor will inform the Parent Association as soon as the vacancies become known.

The Offeror must attend a monthly Partnership Review to discuss profitability, enrollment, and operational concerns raised by the parents, LIPA Board or sponsoring agency. In any event, it is expected that the individuals assigned to each task area will frequently discuss his/her progress informally and directly with the LIPA's Project Office or his/her designate(s).

15. Accreditation: The contractor must maintain accreditation by the National Association for the Education of Young Children (NAEYC) as well as maintain a Star 4 designation from the Department of Human Services Keystone STARS Program.

IV-4. Objectives

It is expected that the contractor will meet all the program objectives as specified by the Parent Association.

IV-5. Quality Objectives

A. Periodic Evaluations: The contractor will be expected to provide annually with at least two written evaluations of the child's progress to the parents.

B. Diversity of Caregivers: The contractor is encouraged to recruit caregivers from diverse backgrounds in terms of race/ethnicity, sex, and age.

C. Accreditation: The contractor must maintain accreditation of the Education Child Care Center by the National Association for the Education of Young Children, as well as maintain a Star 4 designation from the Department of Human Services Keystone STARS Program.

D. Discipline: The provider shall employ a procedure for maintaining discipline that is based upon positive reinforcement and provide a copy of the procedure with the RFP. The method to be used to maintain order shall be made known to the Parent Association prior to use. Corporal punishment is prohibited.

IV-6. Employee Expectations

A. Employee Wages: The minimum wage of the lowest paid caregiver working on this contract must follow Management Directive 205.21 and Executive Order 2016-02 but may be higher to attract and retain qualified caregivers.

D. On-Site Director: The contractor shall have a full-time Director that is on-site during the hours of operation. An Assistant Director may serve as a substitute when the Director is unavailable.

IV-7. Education and Other Expectations

A. Special Needs Children: The contractor must make reasonable accommodation for the needs of children with disabilities.

B. Educational Programs and Activities: The contractor shall plan a comprehensive range of activities, events, and programs which are age specific and appropriate.

IV-8. Training

If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. Training for staff must include Red Cross certification in CPR.

IV-9. Ongoing Obligations

Data, records, and other materials collected or created by the Contractor for this Contract are property of the Parent Association. Information must be maintained in a manner to enable access for at least seven years from the date of creation of the data, record, or other materials. Prior to destruction of such materials, the Contractor must notify the Parent Association to allow the Parent Association to take custody of such materials, if it so chooses.

IV-10. Reporting

- Monthly status, attendance, and budget reports
- Bi-annual child evaluations
- Annual budget proposal

PART V

COST SUBMITTAL

In order to effectively price childcare services, applicants are required to prepare and submit five years of each year's tuition costs, which will become part of the terms of the contract. Each year will include at least the following categories for tuition costs:

For Initial Term Year 1

Bi-Weekly Rate for Infants - $___

Bi-Weekly Rate for Young Toddlers - $___

Bi-Weekly Rate for Older Toddlers - $___

Bi-Weekly Rate for Preschoolers - $___

A. Proposed Annual tuition costs (or cost increases as a percentage).

2027

2028

2029

2030

This would include:

1. A Tuition Income Budget for childcare services given for the four (4) standard Pennsylvania Department of Human Services staff-to-child ratios for one (1) week of childcare per unit in accordance with the Center's hours of operation as outlined in this RFP.
2. Tuition Costs: The Tuition Costs utilize the Pennsylvania Department of Human Services staff-to-child ratios to create four (4) units of childcare which shall be priced by each responsive prospective service provider. The units of care are the following:

INFANTS: 1-4 children and 1 caregiver per unit.

YOUNG TODDLERS: 1-5 children and 1 caregiver per unit.

OLDER TODDLERS: 1-6 children and 1 caregiver per unit.

PRESCHOOLERS: 1-10 children and 1 caregiver per unit.

The tuition costs represent a method by which a prospective service provider shall guarantee a separate price for one week of childcare for each child in accordance with the Center's hours of operation as outlined in this RFP. The tuition prices offered are the only prices that shall be paid for service; therefore, they shall include all indirect and direct costs (from the Budget) to prospective service providers. Although staffing requirements as specified in this proposal are limited to the Center Director and the caregivers for the units of children, prospective service providers may include whatever additional staffing resources are deemed necessary to provide a quality program. Any additional resources, however, shall be calculated into the weekly costs.

It is impossible to stipulate at the time of the issuance of this RFP what the total enrollment of the Center will be or what the demographics of the enrollment will be. The maximum number of children in the Center under its present physical design is 47.

Proposed Annual Operating Budgets and Tuition Cost Sheets: The Annual Operating Budgets and Tuition Costs Sheets must be prepared and submitted under separate sealed cover with each responsive proposal. It is extremely important that budgets be completed in conformity with the instructions provided with this RFP.

Cost Breakdown

Costs must be itemized to show the following for each category of personnel with a different rate per hour, e.g., director, lead teacher, assistant teacher, aide, etc. for the following:

Maximum per Hour Salary

All Payroll Taxes

All Employee Benefits (see IV-5, Sect. B)

All Training and Staff Development Costs

Professional Performance Incentives (specify)

All Total Indirect Costs*

(Proposed Indirect Costs should be clearly and concisely itemized and described.)

Limited Liability Insurance

Central Office Personnel Office Expenses/Accounting/Legal Fees Lesson Plans

Other (must specify with a detailed listing of each expense)

*Proposal should include cost of food provided for children, if any, and should indicate if an option is available for parents to purchase breakfast and/or lunch for their child on an individual basis. Food provision should be defined as purchased or made in-house.

Costs of providing food must break down as follows:

1. cost of providing morning and afternoon snacks;
2. Cost of providing breakfast; and
3. Cost of providing lunch.

Budget Narrative

A narrative description and justification must be provided for each cost line item in the budget.

A. Tuition Costs must be itemized for the anticipated annual tuition costs. State any registration fees and policies regarding such fees.
B. Do not include any proposed policies relating to fees for absent children. The Parents' Association policy requires parents to pay full weekly tuition regardless of whether the child is on vacation, ill, or absent for any other reason.
C. Reimbursement: Only work satisfactorily performed after execution of a written contract, after the contractor's receipt of a notice to proceed from the Commonwealth and after the contract term has begun will be reimbursed.
D. Caregiver Wage and Benefit Policy. The policy of the Parent Association is that children of caregivers may attend the Center in accordance with the Association's Wage and Benefit Policy. The Provider should take this Policy into account when developing the information contained in this Section. NOTE: Caregivers may not care for their own children in the course of their duties.
E. Price Adjustment. Price changes will only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Offeror. The Parent Association will not approve price increases that will merely increase the gross profitability of the Offeror at the expense of the Parent Association. Price change requests shall be a factor in the Agreement extension review process. The Parent Association shall determine whether the requested price increase or an alternate option is in the best interest of the Labor and Industry Early Learning Center.

Offerors must submit detailed five-year tuition and operating budget, including:

- Tuition rates by age group, including acceptance of childcare subsidies
- Staffing costs (wages, benefits, training)
- Supplies and materials
- Overhead and administrative costs
- Food service costs
- Registration fees (if any)

APPENDICES

- Appendix A – Standard Contract Terms and Conditions
- Appendix B - Trade Secret Confidential Proprietary Information Notice Form
- Appendix C – Worker Protection and Investment Certification Form
- Appendix D – Proposal Cover Sheet
- Appendix E – Management Directive 205.21
- Appendix F – Agreement Between L&I and LIPA
- Appendix G – Floor Plan
- Appendix H – Parents' Association Handbook
- Appendix I – DHS Forms
- Appendix J – Mandatory Pre-Proposal Conference Instructions
- Appendix K – Harrisburg Worksite Data