

SERIAL 14116 RFP EARLY HEAD START CHILD CARE PARTNERSHIP
Contract - StillPointe Early Educational DBA: Garden City Child
Development Center

DATE OF LAST REVISION: June 24, 2015

CONTRACT END DATE: June 30, 2016

CONTRACT PERIOD THROUGH JUNE 30, 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **EARLY HEAD START CHILD CARE PARTNERSHIP**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 24, 2015 (Eff. 06/30/15)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

IG/mm
Attach

Copy to: Office of Procurement Services
Alecia Jackson, Human Services



CONTRACT PURSUANT TO RFP

SERIAL 14116-RFP

This Contract is entered into this 24th day of June, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Garden City Child Development Center** an Arizona corporation ("Contractor") for the purchase of Day Care services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 30th day of June, 2015 and ending the 30th day of June, 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) one (1) year extensions, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

2.3 INVOICES:

- 2.3.1 The Contractor shall submit in a manner acceptable to the County one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Contract Item number(s)
- Description of Purchase (product or services)
- Extended price
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 2.3.5 Securities option or retention option prior to first Application for Payment.

2.4 APPLICABLE TAXES:

- 2.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 2.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 2.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

2.5 TAX: (SERVICES):

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

5.1.1 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.2 The scope of this indemnification does not extend to any claim, damage, loss, or expense resulting from the sole negligence of County.

6.0 INSURANCE:

6.1 **Contractor**, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **County**. The form of any insurance policies and forms must be acceptable to **County**. Contractor may be reimbursed by the County for insuring Early Head Start classrooms only.

6.1.1 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.1.2 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.1.3 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **County**.

6.1.4 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 6.1.5 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 6.1.6 The insurance policies required by this Contract, except Workers' Compensation, shall name **County**, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 6.1.7 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **County**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **Contractor's** work or service.
- 6.1.8 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 6.1.9 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 6.1.10 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products/Completed Operations Aggregate, and \$1,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.1.11 Workers' Compensation:
6.1.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.1.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 6.1.12 Sexual Molestation And Physical Abuse:

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for "sexual molestation and physical abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.

6.1.13 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- a. **The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: "Maricopa County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

6.1.14 **Minimum Limits:**

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Sexual Abuse/Molestation	\$1,000,000

6.1.15 Certificates of Insurance.

6.1.15.1 Prior to Contract **Award**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County (**see Exhibit 2**), issued by Contractor’s insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.1.15.2 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

6.1.15.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.1.16 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.2 **FORCE MAJEURE:**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

- 6.2.1 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.2.2 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.2.3 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.3 REQUIREMENTS CONTRACT:

- 6.3.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 6.3.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 6.3.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.4 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.5 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to

the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.5.1 Cancel the stop-work order; or
- 6.5.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.5.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.7 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.7.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.7.2 Make progress, so as to endanger performance of this contract; or
- 6.7.3 Perform any of the other provisions of this contract.
- 6.7.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.9 CONTRACTOR LICENSE REQUIREMENT:

- 6.9.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.9.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.10 SUBCONTRACTING:

6.10.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.10.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.11 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.12 ADDITIONS/DELETIONS OF SERVICE:

6.12.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.12.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.13 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.14 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.16 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.17.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.17.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.18.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date

specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.19 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.19.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.19.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.20 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.

6.20.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.20.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.20.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.21 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.21.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.21.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.21.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.22 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.23 **OFFSET FOR DAMAGES;**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.24 **PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.25 **PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.26 **INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.27 **RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Guidelines For Developing A Child Care Reimbursement Budget Plan

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit C, Early Head Start Child Care Partnership Checklist

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Garden City Child Development Center
406 N. 1st Street
Buckeye, AZ 85326
(623) 386-2246

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

EXHIBIT A

GUIDELINES FOR DEVELOPING A CHILD CARE REIMBURSEMENT BUDGET PLAN

Projected Annual Expenses/Income of the Child Care partner per Classroom		
Category	Description Detail	Projected Expense
Personnel	Salary for 2 full time caregivers and .25 of a floater caregiver paid at \$12.00 hour, 52 weeks/yr.	\$56,160.00
Fringe Benefits	Based on 10% of salaries for employment taxes.	\$5,616.00
Supplies	Includes diapers, wipes, food, consumables, office supplies and replacement furniture per classroom. Based on current supply figures plus the cost of diapers and wipes for 8 full time children.	\$13,500.00
Other	Administrative costs are based on applicable percentages for insurance, rent, licensing fees, and 10% of an administrative salary.	\$14,392.00
	Start up cost include 2 new phone lines and another internet at \$110/mo., a new computer (\$1200), and projected expense for changes to make an infant/toddler outdoor play space. (\$5000) These numbers are divided by 2 to reflect the fact that they apply to 2 classes.	\$3,760.00
Total Expense		\$93,428.00
Category	Description Detail	Projected Income
Income	CACFP reimbursement of \$864 per month based on all children being eligible.	\$35,978.00
	DES reimbursement is based on currently enrolled families - 3 infants and 4 one year olds currently receiving DES.	

EXHIBIT B**SCOPE OF WORK**

Garden City Child Development Center was founded July 1, 2012 and is licensed to serve 53 children from 6 week old infants through 12 years. From the first day our goal has been to provide the highest standard of child care for children, families, and staff that we can possibly provide. To that end we have significantly modified the program and standards that were in place under the previous owner and entity. We have contracted with the Arizona Self-Study Project and are working with Coach Priscilla Wilson toward NAC accreditation.

Computers: The computer in the resource room will be replaced and wi-fi reinstated. A schedule of reserved times will be posted so EHS team members will have dedicated times to input data to Teaching Strategies Gold.

Space: The infant and toddler classrooms are licensed for 9 and 8 children respectfully with 35 square feet per child indoors. The playground has well over 75 square feet per child and is divided into three areas, including a dedicated area for toddlers. We are working with our ASSP coach to design and establish an outside area that is dedicated for the infants.

Individual parent conferences and/or parent orientations are currently conducted in the office, resource center, or outside at a picnic table. Larger events normally include the children and are hosted in the preschool classroom. Larger events that do not include the children are possible at no charge by reserving a room at either the Buckeye Chamber of Commerce or at the Buckeye Family Resource Center near here. Both venues are within 5 blocks of our site and we already have a good working relationship with both organizations.

Garden City CDC currently serves a variety of families that range geographically from Goodyear to Tonopah, with the majority of our families being in the western part of Buckeye and Tonopah.

Our last application to the CACFP shows our demographics to include:

- 37.5% Hispanic and 62.5% non-Hispanic children.

This broke down to:

- 8% Black or African American
- 79% White
- 2% Native American
- 8% Biracial

Financially, the last CACFP claim reported 61% qualified for free meals, 5% qualified for reduced meals, and 14% qualified for paid meals. However, Garden City CDC does not charge for meals to any family.

Given our location, serving low income children and their families has been a standard practice for Garden City CDC. The January report to CACFP shows 27 out of 44 children qualify for free meals. 21 of those are currently receiving some sort of government assistance. We are consistently around 50% of enrollment that fall in the low income range. Some months it is higher.

Experience with:

- DHS – currently licensed and participating in Empower Program. We are due for renewal the end of June. In 2010/11 I also held a license with DHS for a preschool program housed in our local elementary school until another school closure within the district meant our space was no longer available.
- DES – currently contracted and in good standing.
- CACFP – currently contracted and in good standing.
 - From 1987-1990, I also served as a field specialist with the Rainbow Valley CACFP which served family child care homes in the state of Washington.
- FTF –I served on the Southwest Maricopa County regional council from
- April 2008 to June 2010 with Eric Santiago. Garden City CDC is on the Quality First waiting list, but we expect to be accredited by NAC before that comes through.
- Accreditation - From 1990-1993, I worked for The Association of Christian Schools International (ACSI) as an early childhood regional coordinator. During that time, the accreditation tool was developed and I served as a sounding board when occasional questions came up. During that time I served on the accreditation team for a handful of centers, taking the lead on two of them.

- Later on, at Cedar Park Christian Schools in Washington State, I was charged with taking our 4 very different preschool campuses, unifying them, and leading the system in becoming accredited. We were successful in this and achieved CDEA accreditation in the '95-'96 school year.
- Garden City CDC is currently working toward the faith based accreditation by NAC.

Organizational Capacity

Human Resources Development begins with the application process. In addition to the usual questions about training and experience, we ask the applicant to write out what their philosophy of early childhood education is. This is designed to get them thinking about our work as a profession rather than an easy way to make a few bucks. References are checked. Applicants also go through a CPS background check and are expected to be eligible to work once the fingerprint clearance and e-verify have been done. Once hired, the new team member is given a personal orientation that includes a tour of the facility, and introductions to the rest of the team. We go through the orientation page required by DHS and our team handbook. They are also given a copy of *Stepping in Wet Cement*, and if they don't already have one, a readable Bible. *Stepping in Wet Cement* is a book I wrote in 2011 on the importance of early childhood, what children need and why, and some things we can do to maximize a child's potential. By placing this in their hands at the orientation, team members have available to them a comprehensive resource on the beliefs held about children from the Garden City CDC perspective.

Team members new to the field are placed under direct supervision of other team members when they are with children, for at least 6 months. Team members who are not new to the field may or may not be placed in charge of a group of children depending on their experience and our need. Those team members receive unscheduled visits from the director as well as frequent opportunities to ask questions or clarify policy until they are comfortable in their role. Formal evaluations are done at 3 months and then every 6 months after that. These are times when the team member and the director each fill out an evaluation form and then compare results in a private conversation. Any disconnect in ratings are discussed as well as goals set for the future. Finally, a written evaluation covering the conversation is signed by both the director and the team member and placed in the personnel file along with the ratings by both parties.

Center Operations: Garden City CDC has included **risk management** in its operational policies. For example, team members are asked to abide by the same health practices we ask of the children. Anyone with fever, vomiting, diarrhea, rashes, and so forth is asked to stay home until they are symptom free. This is sometimes difficult for early childhood programs because we want the children to be well taken care of. However, experience shows that having adequate back up makes it easier for team members to stay home when they are sick. This enables them to recover more readily and keeps the rest of the team, children, and families healthier as well. Vitamin C is also encouraged and provided on site.

Space for team members has been provided by turning a potential classroom into a resource center/break room with adult sized tables and chairs. Individual mail slots are provided to make individual, non-emergency communication easier, and a communication log is located in the resource room where team members can post/read information or concerns that impact the whole team. **Team meetings** are held on the last Tuesday evening of each month. A light dinner is provided and topics of upcoming interest or trainings by outside speakers are planned. The last half hour of our 2 hour meeting is dedicated to team feedback. Each team member is asked to name one thing that is going well and one thing we need to work on. The director takes notes and tries to address concerns in a timely manner. This also gives everyone a chance to think of the whole program rather than their own circle of influence alone. Differences in expectations are addressed and solutions sought from the entire group. Team members who are not comfortable voicing their opinions in the large group are encouraged to have a private conversation with the director about their perspective. If **disputes** still exist, the involved team members and the director sit down together to go over the situation. When needed both parties in the dispute are brought together with the director facilitating the conversation. Usually, though, this isn't needed, as solutions have already been suggested and talked out at the team meeting.

Hours of operation are 5:30 AM to 6:30 PM, Monday – Friday, year around with the exception of major holidays.

Ratios for the infant room are 4-1 sometimes sliding to 5-1 depending on how the children are picked up. Ratios for the Toddler 1 classroom are 6-1. Ratios will become 4/1 in each classroom if we are awarded the contract. The **schedules** for the infant and toddler rooms are very flexible as the teachers attend to the individual needs of the children. Loosely held schedules are as follows:

Infants:

Breakfast/bottle: 7:30 – 8:30 as children arrive

Morning snack/bottle: 9:30 – 10:30

Lunch/bottle: 11:30 – 1

PM snack/bottle: 2:30 – 3:30

Diaper check every 1- 1 ½ hours throughout the day and just before and after naps.

Naps as needed, normally within ½ hour of feeding and bottles.

Awake time consists of:

- Large motor practice with tummy time, leg exercises, balls, a balance bar, a bouncer and/or walking practice.
- Language encouragement with books, singing, and frequent conversation from caregiver. This is often done in both English and Spanish as many of our families are bilingual.
- Fine motor practice with a variety of hoops, soft blocks, and shape sorters.
- Social learning with a variety of mirrors, friend circles, dolls, and one on one with provider.
- Cognitive development as children explore their environment and the toys and activity tables provided.
- Outside time includes enjoying the change of environment, sensory experiences, crawling and walking practice, and lots of interaction with the caregivers.

Toddlers:

7:30 Breakfast as children arrive until 8:30

9:00 Diaper check

9:30 Outside play

10:00 Inside free choice and art

10:00 Diaper check

11:30 Lunch

12:00 Naps

2:30 Diaper check as children wake up

3:00 Snack

3:30 Singing and stories

4:00 Diaper check

4:30 Outside and prepare to go home

My experience with **evidence based curriculum** has been geared to the older children. For the most part, I find purchased curriculums helpful in giving lots of good ideas of activities to interest children. They normally cover all of the developmental areas and are normally in sequential order so you are not trying to teach a concept before the foundation has been laid. I also find they must be largely used as a guideline rather than a hard and fast schedule. In the case of A Beka, it needed to be largely supplemented for preschoolers because there is a lot of memorization but not a lot of opportunity to learn to think. In the case of the Bob Jones curriculum we are currently using, there is a lot that needs to be purchased separately, which we don't have funds for, and not as much Bible as I had hoped. In every case that I have seen so far, there is still the need to be responsive to the interests of the children, and it is largely impossible to write a curriculum that can predict how those interests will develop.

The Creative Curriculum by Diane Trister Dodge that was designed for family child care providers was coming out in the early 1980s when I was a family child care provider and just going back to school. It was very flexible, giving general guidelines and taking into account the reality of working with multiple ages in a home environment. Using the Creative Curriculum for infants and toddlers is something I will look forward to doing.

Transitions: When a child enters the center with their family there is a code that must be put in to unlock the door. Once inside there is a small foyer area where parents can sign their children in/out. The inner door has a handle about 5 feet off the ground. If that door is closed, as it should be, the children are still being safely monitored by their family member who will walk them to their class. Once inside the classroom the doors are closed to the inside and outside of the building. Older children go to their playgrounds by class. Children are asked to stay together until they get inside the gate of their respective playgrounds. Transitioning the infants outside requires a third person. The EHS floater or director can help with this transition. Transitioning the toddler class is normally not a problem as the gate to the toddler playground is only about 4 feet from the outside door to their room.

The exception to these general practices comes when one particular family arrives to drop off or pick up. That family consists of grandparents who are adopting 5 grandchildren. One child is under a year, two are one, one just

turned two, and one turned four today. Even with two adults, it can be tricky. So, when they come, it is all hands on deck to help them get in and out of the building gracefully and safely.

Children who are transitioning to a new class are given multiple opportunities to visit that class before a permanent reassignment is made. Teachers in both the outgoing and incoming classes are consulted for readiness. Currently we have 9 children enrolled in the infant class. Four of them are already one, but only one is walking with confidence. She is currently making regular visits to the toddler room in anticipation of being assigned there permanently in the next few weeks. Teachers in the new class are also encouraged to visit the younger class when possible to become acquainted with the children and help them feel comfortable when the transition is made.

Family Communication and Engagement has continued to increase and change shape as we gain more experience with our current clientele. We really want to be sure that the families that choose us are making the best possible choice they can in terms of a program that suits their needs, their values, and their expectations. To that end, we now require families to visit us for a tour, preferably with their children, before they enroll their child. If it feels like a good match for them, we require them to go over our parent policies with us, preferably without the children. That gives us a chance to see if our expectations match, and gives them a chance to ask questions. If it is still a good match from their standpoint, they can fill out the application paperwork and enroll their child. Parent orientations are done with one family at a time so they can ask questions that specifically relate to their family situation without worrying about what other people think, or taking up too much time. During the orientation, parents are extended an invitation to drop in on us at any time to see how their child is doing, and they are asked to put our phone number in their cell phones so they know it is us if we call. Phone calls and e-mails are exchanged to make sure that all the information is correct. Family pictures are solicited so we can place them in a classroom display or book.

Once the family is enrolled they are given a copy of *Stepping in Wet Cement*. Parents, too, have a ready resource on the basics, as well as a chapter on maximizing their child's potential at home. An inscription emphasizes the need for safety, significance, and a sense of wonder. Parents are also given a family folder that is used to send out newsletters, calendars, and monthly statements. Families are encouraged to use the folders to communicate with other families they may want to get to know better, or whose children their child may want to set up a play date with.

Ongoing assessments are made of the children and 3 parent teacher conference weeks are scheduled each year. These assessments are based on the High Scope Cor standards for infants, toddlers, and preschoolers. Parents who are unable to meet during these times are assured they can meet with the teacher by simply setting up an in person or phone appointment at any time.

All supplies, including formula and baby food are supplied by the center with the exception of diapers and wipes. Once awarded this EHS grant, diapers and wipes will also be provided at no charge.

Finally, there are 2 or 3 events during the year that we consider Garden City community events. Families are encouraged to attend them to get to see their child in action as well as to encourage interaction among the families. For example, in mid-November we have a Stone Soup Celebration. Each family is invited to supply one vegetable or soup item. Children and teachers and our cook prepare the vegetables and huge pots of soup are made to share that night. Children in the preschool class also make butter and biscuits for the occasion. The soup is different every year, but it is always good, and we always have a crowd.

EHS standards will be met throughout our normal operating hours. Child care needs **outside of our normal operating hours** have been handled in three ways. If a family needs to come in before we are open, we can usually find a team member who can accommodate them for a few days (or in the case of one military family a few weeks). If a family needs care on a day we are not open, we have been able to recommend a team member who can accommodate them. Payment for those days is an agreement between the provider and the family and does not enter into Garden City record keeping at all. There have been cases when a car breaks down or something of the sort and the family calls us. In that case I just stay until they can come. Life happens. Families that arrive after hours without calling are heavily charged to discourage them from developing a habit of being late.

There are several **community partnerships** that come immediately to mind. With the exception of ongoing partnerships with DES and CACFP and old contracts with the City of Buckeye, all partnerships are relational and informal.

Perhaps the most helpful has been the belief that child care programs can and should work together in the community instead of isolating themselves. As a result I have made it a point to get to know as many of my colleagues as will let me in. Because we are so far west that even the child care trainings billed as west valley are a good 30 – 45 minutes east of us, I have made it a point over the last 5 years to offer local trainings that are open to all teachers and directors in all of the programs around us. Since opening Garden City CDC, time is more limited, so I have just reserved a room at the Buckeye Valley Chamber of Commerce and found speakers to come in. Normally there will be 15-25 in attendance. This gives us a chance to get to know each other on common ground. We understand that each program is a little different and that is not only okay, but a good thing for the community. My colleagues now refer families to me on a regular basis and I refer families to them if we cannot meet the family needs. It works well on all fronts.

Another partnership that started before Garden City CDC is our involvement with the Buckeye Valley Chamber of Commerce. Either my husband, or I (sometimes both of us) attend a weekly Buckeye Business Connection meeting, at the Chamber, where we hear what is going on locally. We are able to display posters and business cards for other businesses and events that our clientele might be interested in. It also gives us the opportunity to highlight Garden City CDC and become better known in our community. This is also where we request room reservations for early childhood trainings for the entire year and let our colleagues know to reserve the dates in advance so they have a real opportunity to attend.

Patty Cross, from the local Buckeye public library has set up a schedule with us to bring books for all ages on current interests and themes. She comes every other Thursday. Since that has started, we have become interested in setting up walking field trips to the library for the older children.

The Buckeye Resource Center has also been very consistent in letting us know what is going on, offering meeting space, and researching resources for family needs. Joyce Gross is the director there and they are about to celebrate their one year anniversary. Since that is one project I consistently promoted during my time on the First Things First regional council, it is very satisfying to me to see them reach that milestone.

As a center that serves a wide variety of children, it has sometimes been necessary to partner with parent aides, behavior coaches, and/or CPS case workers who come to take children on family visits or observe children in the early childhood environment. These visits are documented on the sign-in/out sheets, the visitor logs, and the children's files.

Finally, another connection that is not entirely a partnership, but can certainly be considered a collaborative effort is that I am an adjunct faculty member of Rio Salado College. The FTF southwest regional council has not supported the Professional Careers and Pathways Project grants. But the region that Rio finds itself in does. So I am able to promote ongoing college classes to everyone through that grant as long as they are willing and able to take classes online. I keep copies of the enrollment packet in my desk drawer for ready access when someone shows an interest.

Timeline

March 2015

- Notify team of the award
- Take down extra crib
- Continue to research outside infant play options
- Attend post-award meeting?
- Determine readiness with ASSP for NAC accreditation visit
- Finalize plans for outside environment

April 2015

- Notify parents of the award
- Set up record keeping system
- Change EHS parents to "no pay"
- Set date to install 2 phones
- Research and purchase computer for Teaching Strategies Gold data
- Set a date for Gold training
- Teachers enroll in classes

- Compare EHS Performance Standards with NAC accreditation standards to determine if more changes need to be made
- Implement tooth-brushing standards in all classes
- Complete outdoor environment for infants

May 2015

- Phones installed if not already done
- Complete TS Gold training and post computer schedule
- Ensure all staff have infant-toddler first aid /CPR
- Collect documents for NAC
- Replace EHS candidates not enrolled in college classes
- Implement 4/1 ratios in both classes once
- The PM infant teacher is able to join us full time

June 2015

- Reapply for DHS licensing and CACFP

July 2015

- Finalize self-study for NAC/apply for team visit with approval from ASSP coach

November 2015

- Host NAC accreditation team visit

April 2016

- All EHS requirements will be met

Fiscal Management

Garden City Child Development Center contracts with Business Online Payroll to handle our payroll and ensure that appropriate withholding monies and taxes are appropriately paid and quarterly reports filed. We work with Brown and Goodsell Accounting Inc. of Buckeye, AZ annually to be sure that our accounting practices meet the requirements and our taxes are filed in a timely and appropriate manner.

Quality Status

Garden City CDC expects to have achieved accreditation through NAC within a year of the award. If, after consulting with our coach, this seems to be unreasonable, we will gladly set up times to be evaluated through ITERS, CLASS, and PAS. It is believed our ASSP coach will be able to help facilitate this.

Facilities

There are only 2 facility improvements that will need to be made the first year. The first is the addition of two phone lines and additional internet access. The second is a play space that is comfortable for infants within the toddler playground. Neither of these improvements will take more than a couple of months to implement.

All team members have first aid and CPR training and our food handlers' cards.

EXHIBIT C

EARLY HEAD START CHILD CARE PARTNERSHIP CHECKLIST

Name of Organization:	Garden City Child Development Center	
ADHS License #	16208	
DES License #	P0002788901	
Do you participate in First Things First Quality First	Yes	<input checked="" type="radio"/> No
Do you have a quality rating?	Yes	<input checked="" type="radio"/> No
If yes, what is your star quality rating?		
Do you have any other national quality accreditation	Yes	<input checked="" type="radio"/> No
We are working toward NAC accreditation. If yes, what is it?		
Do you have a history of serving children with subsidies?	<input checked="" type="radio"/> Yes	No
If yes, how many children did you serve during the last 6 months?	82	
List your current insurance policy and level of coverage:		
Capitol Insurance	General operational liability	\$ 1 million
	Automobile	\$ N/A
	Physical/sexual abuse and molestation	\$ 1 million
The Hartford	Workman's Compensation	\$ 500,000
Are you using evidence-based curriculum	<input checked="" type="radio"/> Yes	No
Bob Jones University	If yes, what curriculum do you use?	Footsteps
Are you doing any child development screenings and assessments?	<input checked="" type="radio"/> Yes	No
High Scope	If yes, what tools do you use?	CDR
Do you serve children with disabilities?	<input checked="" type="radio"/> Yes	No
If yes, how many children did you serve during the last 6 months?	8	
What is your experience with CACFP?	current contract	
	former employee	

STILLPOINTE EARLY EDUCATIONAL DBA: GARDEN CITY CHILD DEVELOPMENT CENTER

PRICING SHEET: NIGP CODE 95225

Terms:	NET 30
Vendor Number:	2011006128 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2016.