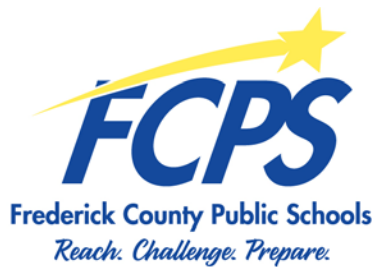


**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5212 phone  
301-644-5213 fax



Stephen P. Starmer C.P.M., CSBA,  
Purchasing Manager  
Kim Miskell, Assistant Purchasing Manager  
Bill Meekins CPPB, CSBO, CPCP,  
Purchasing Agent  
**Billie Laughland, Purchasing Agent**  
Shane Ryberg, Purchasing Agent

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BID NUMBER/BID NAME:	RFP 18MISC7, Before and After School and Summer Childcare Services
BID ISSUE DATE:	March 6, 2018
BID CONTRACT MANAGER:	Billie Laughland, Purchasing Agent, <a href="mailto:billie.laughland@fcps.org">billie.laughland@fcps.org</a>
BID CONTRACT ADMINISTRATOR:	Mark Pritts, Instructional Director, <a href="mailto:mark.pritts@fcps.org">mark.pritts@fcps.org</a>
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on March 19, 2018. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	A pre-bid meeting will not be held.
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: <a href="http://www.fcps.org/bidlist">www.fcps.org/bidlist</a> . If you have problems downloading this bid or applicable addenda, contact: Krista Long at <a href="mailto:krista.long@fcps.org">krista.long@fcps.org</a>
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
BID DUE:	2:00 P.M., local time, on April 5, 2018. Faxed or emailed bids are not acceptable.
SEALED BID DELIVERED TO:	Frederick County Public Schools Attn: Purchasing Department 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 on All Saints Street)  Bid proposal must be properly marked with vendor's business name, address, Bid Name and Number on the envelope or package.
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: May 9, 2018.
ELIGIBILITY TO BID:	All FCPS vendors and or contractors interested in bidding on FCPS projects must register at <a href="http://www.emarylandmarketplace.com">www.emarylandmarketplace.com</a> . FCPS will no longer accept bidder's applications.

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## Frederick County Public Schools, MD, School Year 2017-18 Calendar

### August 2017

28-31 Mon-Thu Teachers Report to Work: Training and Preparation

### September 2017

01 Fri Teachers Report to Work: Training and Preparation

04 Mon Labor Day: FCPS Closed

05 Tue First Day of School for Students

21 Thu Schools Closed: Fair Day. Rosh Hashanah.

### October 2017

06 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

20 Fri Schools Closed for Students: Teacher Professional Development Day

### November 2017

09 Thu End of Term 1

10 Fri Schools Closed for Students: Teacher Work Day

13 Mon Term 2 Begins

17 Fri Elementary Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; Middle and High Schools Are Full Day

20 Mon Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High School Is Full Day

21 Tue Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High School Is Full Day

22 Wed Schools Closed: Thanksgiving Break

23-24 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

### December 2017

15 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

25-29 Mon-Fri Schools Closed: Winter Break

### January 2018

01 Mon Schools Closed: New Year's Day

15 Mon Schools Closed: Dr. Martin Luther King Jr. Day

26 Fri 2-Hour Early Dismissal for Students: Teacher Work Day, End of First Semester and Term 2

29 Mon Schools Closed for Students: Teacher Work Day

30 Tue Second Semester and Term 3 Begin

### February 2018

16 Fri 2-Hour Early Dismissal for Students: Teacher Work Session

19 Mon Schools Closed: Presidents' Day

### March 2018

02 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

30 Fri Schools Closed: Good Friday

### April 2018

02 Mon Schools Closed: Easter Monday

09 Mon End of Term 3

10 Tue Schools Closed for Students: Teacher Work Day

11 Wed Term 4 Begins

### May 2018

11 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

28 Mon Schools Closed: Memorial Day

### June 2018

15\* Fri 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session

18\* Mon Last Day of School for Teachers

\*Includes 5 days for snow or other emergency closings. If no snow days are used, the last day for students is June 8. If some but not all days are needed, the school year will be shortened by the number of unused days to provide 180 days for students. The 2-hour early dismissal will occur on the last day of school for students.

# DIRECTORY OF SCHOOLS

## ELEMENTARY

1. **Ballenger Creek\*** **240-236-2500**  
Ms. Kristen Canning, Principal  
5250 Kingsbrook Drive  
Frederick, MD 21703  
Fax 240-236-2501
2. **Brunswick ♦♦** **240-236-2900**  
Mr. Justin McConaughy, Principal  
400 Central Avenue  
Brunswick, MD 21716  
Fax 240-236-2901
3. **Butterfly Ridge**  
Dr. Patricia Hosfelt, Principal  
Opening 2018-2019 School Year
4. **Carroll Manor ♦♦** **240-236-3800**  
Ms. Kimberly Huffer, Principal  
5624 Adamstown Road  
Adamstown, MD 21710  
Fax 240-236-3801
5. **Centerville** **240-566-0100**  
Ms. Tracy Hilliard, Principal  
3601 Carriage Hill Drive  
Frederick, MD 21704  
Fax 240-566-0101
6. **Deer Crossing ♦** **240-236-5900**  
Ms. Heather Michael, Principal  
10601 Finn Drive  
New Market, MD 21774  
Fax 240-236-5901
7. **Emmitsburg \*** **240-236-1750**  
Ms. Mary Ann Wiles, Principal  
300 South Seton Avenue  
Emmitsburg, MD 21727  
Fax 240-236-1751
8. **Glade ♦♦** **240-236-2100**  
Mr. Lorcán ÓhEithir, Principal  
9525 Glade Road  
Walkersville, MD 21793  
Fax 240-236-2101
9. **Green Valley** **240-236-3400**  
Ms. Leigh Warren, Principal  
11501 Fingerboard Road  
Monrovia, MD 21770  
Fax 240-236-3401
10. **Hillcrest \*\*** **240-236-3200**  
Ms. Kimberly Seiss, Co-Principal  
Mr. Karl Williams, Co-Principal  
1285 Hillcrest Drive  
Frederick, MD 21703  
Fax 240-236-3201
11. **Kempton** **240-236-3500**  
Ms. Elizabeth Worch, Principal  
3456 Kempton Church Road  
Monrovia, MD 21770  
Fax 240-236-3501
12. **Lewistown** **240-236-3750**  
Ms. Dana Austin, Principal  
11119 Hessong Bridge Road  
Thurmont, MD 21788  
Fax 240-236-3751
13. **Liberty** **240-236-1800**  
Mr. Todd Shaffer, Principal  
11820 Liberty Road  
Frederick, MD 21701  
Fax 240-236-1801
14. **Lincoln ♦♦♦** **240-236-2650**  
Ms. Kathryn Golightly, Principal  
200 Madison Street  
Frederick, MD 21701  
Fax 240-236-2651
15. **Middletown** **240-236-1100**  
Grades 3-5  
Mr. Randy Perrell, Principal  
201 East Green Street  
Middletown, MD 21769  
Fax 240-236-1150
16. **Middletown Primary ♦♦** **240-566-0200**  
Grades Pre-K-2  
Ms. Karen Hopson, Principal  
403 Franklin Street  
Middletown, MD 21769  
Fax 240-566-0201
17. **Monocacy \*\*** **240-236-1400**  
Mr. Troy Barnes, Principal  
7421 Hayward Road  
Frederick, MD 21702  
Fax 240-236-1401
18. **Myersville** **240-236-1900**  
Ms. Kathy Swire, Principal  
429 Main Street  
Myersville, MD 21773  
Fax 240-236-1901
19. **New Market \*** **240-236-1300**  
Mr. Jason Bowser, Principal  
93 West Main Street  
New Market, MD 21774  
Fax 240-236-1301

20. **New Midway-Woodsboro**  
Dr. Giuseppe Di Monte, Principal  
**A) New Midway** **240-236-1500**  
Grades 3-5  
12226 Woodsboro Pike  
Keymar, MD 21757  
Fax 240-236-1501  
**B) Woodsboro \*** **240-236-3700**  
Grades Pre-K-2  
101 Liberty Road  
Woodsboro, MD 21798  
Fax 240-236-3701
21. **North Frederick \*\*** **240-236-2000**  
Ms. DeVeda Coley, Principal  
1010 Fairview Avenue  
Frederick, MD 21701  
Fax 240-236-2001
22. **Oakdale ♦♦** **240-236-3300**  
Ms. Kimberly Clifford, Principal  
5830 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-3301
23. **Orchard Grove ♦♦** **240-236-2400**  
Ms. Shirley Olsen, Principal  
5898 Hannover Drive  
Frederick, MD 21703  
Fax 240-236-2401
24. **Parkway** **240-236-2600**  
Ms. Stephanie Brown, Principal  
300 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-2601
25. **Sabillasville** **240-236-6000**  
Ms. Kate Krietz, Principal  
16210-B Sabillasville Road  
Sabillasville, MD 21780  
Fax 240-236-6001
26. **Spring Ridge ♦♦** **240-236-1600**  
Ms. Pattie Barnes, Principal  
9051 Ridgefield Drive  
Frederick, MD 21701  
Fax 240-236-1601
27. **Thurmont** **240-236-0900**  
Grades 3-5  
Ms. Christina McKeever, Principal  
805 East Main Street  
Thurmont, MD 21788  
Fax 240-236-0901
28. **Thurmont Primary ♦♦** **240-236-2800**  
Grades Pre-K-2  
Ms. Karen Locke, Principal  
7989 Rocky Ridge Road  
Thurmont, MD 21788  
Fax 240-236-2801

29. **Tuscarora** **240-566-0000**  
Dr. Kimberly Mazaleski, Principal  
6321 Lambert Drive  
Frederick, MD 21703  
Fax 240-566-0001
30. **Twin Ridge ♦♦** **240-236-2300**  
Ms. Susan Gullo, Principal  
1106 Leafy Hollow Circle  
Mt. Airy, MD 21771  
Fax 240-236-2301
31. **Urbana ♦** **240-236-2200**  
Ms. Tess Blumenthal, Principal  
3554 Urbana Pike  
Frederick, MD 21704  
Fax 240-236-2201
32. **Valley \*** **240-236-3000**  
Ms. Tracy Poquette, Principal  
3519 Jefferson Pike  
Jefferson, MD 21755  
Fax 240-236-3001
33. **Walkersville** **240-236-1000**  
Mr. John Ewald, Principal  
83 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-1050
34. **Waverley ♦♦♦** **240-236-3900**  
Ms. Jan Hollenbeck, Principal  
201 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-3901
35. **Whittier ♦♦** **240-236-3100**  
Ms. Amy Schwiegerath, Principal  
2400 Whittier Drive  
Frederick, MD 21702  
Fax 240-236-3101
36. **Wolfsville \*** **240-236-2250**  
Ms. Megan Stein, Principal  
12520 Wolfsville Road  
Myersville, MD 21773  
Fax 240-236-2251
37. **Yellow Springs** **240-236-1700**  
Ms. Jana Strohmeier, Principal  
8717 Yellow Springs Road  
Frederick, MD 21702  
Fax 240-236-1701

## MIDDLE

38. **Ballenger Creek** **240-236-5700**  
Ms. Jeneen Stewart, Principal  
5525 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-5701
39. **Brunswick** **240-236-5400**  
Mr. Jay Schill, Principal  
301 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-5401

## HIGH

51. **Brunswick** **240-236-8600**  
Mr. Michael Dillman, Principal  
101 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-8601
52. **Catoctin** **240-236-8100**  
Mr. Bernard Quesada, Principal  
14745 Sabillasville Road  
Thurmont, MD 21788  
Fax 240-236-8101
53. **Frederick** **240-236-7000**  
Ms. Kathy Campagnoli, Principal  
650 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-7015
54. **Governor Thomas Johnson** **240-236-8200**  
Dr. Dan Lippy, Principal  
1501 North Market Street  
Frederick, MD 21701  
Fax 240-236-8201
55. **Linganore** **240-566-9700**  
Ms. Nancy Doll, Principal  
12013 Old Annapolis Road  
Frederick, MD 21701  
Fax 240-566-9701
56. **Middletown** **240-236-7400**  
Ms. Lee Jeffrey, Principal  
200 Schoolhouse Drive  
Middletown, MD 21769  
Fax 240-236-7450
57. **Oakdale** **240-566-9400**  
Ms. Donna Clabaugh, Principal  
5850 Eaglehead Drive  
Ijamsville, MD 21754  
Fax 240-566-9401
58. **Tuscarora** **240-236-6400**  
Mr. Andrew Kibler, Principal  
5312 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-6401
59. **Urbana** **240-236-7600**  
Mr. David Franceschina, Acting Principal  
1st Semester  
Mr. David Kehne, Principal  
2nd Semester  
3471 Campus Drive  
Ijamsville, MD 21754  
Fax 240-236-7601
60. **Walkersville** **240-236-7200**  
Ms. Tracey Franklin, Principal  
81 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-7250



## KEY

- \* Pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR Schools

FINDOUTFIRST EMAIL AND TEXTING: [WWW.FCPS.ORG/FOF](http://WWW.FCPS.ORG/FOF)

## Middle (continued)

40. **Crestwood** 240-566-9000  
TBD, Principal  
7100 Foxcroft Drive  
Frederick, MD 21703  
Fax 240-566-9001
41. **Governor Thomas Johnson** 240-236-4900  
Mr. Neal Case, Principal  
1799 Schifferstadt Boulevard  
Frederick, MD 21701  
Fax 240-236-4901
42. **Middletown** 240-236-4200  
Mr. Everett Warren, Principal  
100 Martha Mason Street  
Middletown, MD 21769  
Fax 240-236-4250
43. **Monacacy** 240-236-4700  
Dr. Stephanie Ware, Principal  
8009 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-4701
44. **New Market** 240-236-4600  
Ms. T.C. Suter, Principal  
125 West Main Street  
New Market, MD 21774  
Fax 240-236-4650
45. **Oakdale** 240-236-5500  
Ms. Mita Badshah, Principal  
5810 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-5501
46. **Thurmont** 240-236-5100  
Mr. Daniel Enck, Principal  
408 East Main Street  
Thurmont, MD 21788  
Fax 240-236-5101
47. **Urbana** 240-566-9200  
Mr. Peter Daddone, Principal  
3511 Pontius Court  
Ijamsville, MD 21754  
Fax 240-566-9201
48. **Walkersville** 240-236-4400  
Ms. Stacey Hiltner, Principal  
55 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-4401
49. **West Frederick** 240-236-4000  
Mr. Frank Vetter, Principal  
515 West Patrick Street  
Frederick, MD 21701  
Fax 240-236-4050
50. **Windsor Knolls** 240-236-5000  
Mr. Brian Vasquez, Principal  
11150 Windsor Road  
Ijamsville, MD 21754  
Fax 240-236-5001

## OTHER

61. **Career and Technology Center** 240-236-8500  
Mr. Michael Concepcion, Principal  
7922 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-8501
62. **Carroll Creek Montessori Public Charter School \*** 301-663-7970  
Ms. Marilyn Horan, Principal  
7215 Corporate Court  
Frederick, MD 21703  
Fax 301-663-6107
63. **Frederick Classical Charter School** 240-236-1200  
Ms. Erica Cummins, Principal  
8445 Spires Way, Suite CC  
Frederick, MD 21701  
Fax 240-236-1201
64. **Frederick County Virtual School (includes Flexible Evening High School)** 240-236-8450  
Dr. Stacey Adamiak, Principal  
c/o GTJMS  
1799 Schifferstadt Boulevard  
Room 116  
Frederick, MD 21701  
Fax 240-236-8451
65. **Heather Ridge** 240-236-8000  
Ms. Denise Flora, Principal  
1445 Taney Avenue  
Frederick, MD 21702  
Fax 240-236-8001
66. **Monacacy Valley Montessori Public Charter School \*** 301-668-5013  
Ms. Nancy Radkiewicz, Principal  
217 Dill Avenue  
Frederick, MD 21701  
Fax 301-668-5015
67. **Rock Creek School** 240-236-8700  
Ms. Mary Malone, Principal  
191 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-8701

**For other useful numbers,  
see next page**

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**GENERAL TERMS AND CONDITIONS**  
**SECTION I**

(Modified for this RFP on 02.26.2018)

**1. BIDDER REGISTRATION**

- a. All Frederick County Public School (FCPS) vendors and or contractors interested in bidding on FCPS projects must register at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). FCPS will no longer accept bidder's applications.

**2. PRE-BID MEETING**

- a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.
- c. The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.
- d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.
- e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
  - [www.fcps.org](http://www.fcps.org)
  - Social Media: FCPS on Twitter and FCPS on Facebook
  - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
  - FCPS TV: Comcast Channel 18 (Frederick area)
  - Local radio and TV stations

**3. RECEIPT OF BIDS**

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
  - Bidder Name
  - Bid Number and Name



- Due Date and Time
- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
  - d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
  - e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

#### **4. OPENING OF BIDS**

- a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

#### **5. ADDENDA**

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addenda will be issued a minimum of five days prior to the bid opening date, unless the addenda issued extends the due date.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

#### **6. PREPARATION OF BID**

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.

- c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- d. The following items must be included in submission:
  - i. Proposal pages completely and accurately filled out.
  - ii. Signature Acknowledgement Form completed and signed.
  - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
  - iv. Certificate of Compliance form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: <https://certificate.dat.maryland.gov/Pages/default.aspx> .
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

**7. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS (Not Applicable)**

**8. SAMPLES (Not Applicable)**

**9. BID PRICING (Not Applicable)**

**10. TAXES (Not Applicable)**

**11. GUARANTEES AND WARRANTIES (Not Applicable)**

**12. BID OPENING**

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the

Board of Education of Frederick County.

- c. The recommended award will be posted to the FCPS BoardDocs website a minimum of three days prior to the Board of Education meeting in which it will be presented.
- d. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, [www.fcps.org/bidlist](http://www.fcps.org/bidlist), after the Board of Education of Frederick County approval.

### **13. ERRORS IN BID SUBMISSIONS**

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

### **14. AWARDS OR REJECTION OF BIDS**

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.
- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable,

the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.

- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

## **15. CONTRACT FORMATION**

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II of this bid solicitation.
- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

## **16. PROTESTS**

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.
  - i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
    - Name, address, contact information of the protestor;
    - Statement of reasons for the protest;
    - Supporting documentation to substantiate the claim;
    - The remedy sought.



- ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.
- iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$25,000 or above.
- c. The Purchasing Manager shall issue a decision in writing.
- d. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
- e. The Board of Education of Frederick County's decision is deemed the final action at the local level.
- f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

## **17. CONTRACT ASSIGNMENT**

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

## **18. MULTI-YEAR CONTRACT**

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if

money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.

- b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

## **19. HOLD HARMLESS**

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Frederick County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

## **20. CONTRACT DISPUTES**

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.
- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

## **21. TERMINATION FOR DEFAULT**

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:
  - i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
  - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or

longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:

- iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
  - iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
  - c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

## **22. TERMINATION FOR CONVENIENCE**

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

## **23. GOVERNING LAW AND VENUE**

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Frederick County, Maryland.

## **24. MULTI-AGENCY PARTICIPATION (Not Applicable)**

## **25. PACKAGING AND DELIVERY REQUIREMENTS (Not Applicable)**

## **26. BILLING AND PAYMENT(Not Applicable)**

## **27. COMPLIANCE WITH SPECIFICATIONS**

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

**28. LIQUIDATED DAMAGES(Not Applicable)**

**29. SAFETY REQUIREMENTS(Not Applicable)**

**30. LAWS AND REGULATIONS**

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

**31. PATENTS(Not Applicable)**

**32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS(Not Applicable)**

**33. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS**

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on



FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.

- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

#### **34. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE**

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

#### **35. WEAPON POSSESSION ON SCHOOL PROPERTY**

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

#### **36. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- a. An awarded vendor(s) that assigns employees to an FCPS project that do not speak English must have an on-site, full time interpreter.
- b. Failure of an awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

#### **37. ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

### **38. STUDENT/STAFF CONFIDENTIALITY**

Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

### **39. PUBLIC INFORMATION ACT NOTICE**

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

### **40. FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

### **41. ETHICS POLICY**

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

### **42. NON-COLLUSION**

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.

- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

#### **43. CONFLICT OF INTEREST**

The bidder will advise FCPS in writing as soon as possible, but not later than the date of award of the contract, of any known relationships with a third party, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

#### **44. EMARYLANDMARKETPLACE REGISTRATION**

Contractors are required to register with [www.eMarylandMarketplace.org](http://www.eMarylandMarketplace.org) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**SPECIFIC TERMS AND CONDITIONS**  
**SECTION II**

**1. SCOPE AND CONTRACT PERIOD**

- a. This solicitation is to establish a contract with one certifiable non-profit organization interested in establishing a Before, After School and Summer Child Care Program at any elementary school that may become available during the 2018-2021 contract term.
- b. Only non-profit organizations are eligible to bid per FCPS Regulation 100-1, Rental of Frederick County Public Schools Facilities (Attachment 3) and the Annotated Code of Maryland regulating education states in Section 7-109 (a) (1): [Each county board] shall give priority to nonprofit day care programs for use of public school facilities before and after school hours.]
- c. At this time, one new elementary school opens in August 2018:
  - Butterfly Ridge Elementary  
601 Contender Way, Frederick, MD 21703  
Patricia Hosfelt, Principal
- d. Sugarloaf Elementary School, opening in August 2018, will continue to serve the students and staff previously housed in Urbana Elementary School, which already has an established childcare program. Contingent upon the completion of the new Urbana Elementary School Replacement Project in August 2020, a new program would be available at that time.
- e. The remaining 31 FCPS elementary schools have assigned Providers (Attachment 1). A few elementary schools have never been able to sustain a program due to their small enrollment.
- f. This solicitation does not apply to FCPS Charter schools. They may select their own Providers.
- g. The Provider awarded this RFP also will be required to sign an Agreement for each awarded site no later than July 31, of the initial year of the Agreement. A draft of the Agreement is enclosed for information and is subject to minor changes prior to issuance. It is the same document that all Providers sign at the beginning of a new term. (Attachment 2)
- h. The Purchasing Department will coordinate the signing of Agreements and will distribute copies after completion.
- i. Any supplemental terms and conditions that are mutually agreed to by the Principal and the Provider and that do not violate the terms of this agreement should be attached.

**2. CONTRACT TERMS**

- a. The Provider is expected to establish and maintain a program at each site as long as there are a minimum of 15 students registered. If a Provider closes a program or fails to open a program that has a minimum of 15 students, FCPS retains the right to contact other existing qualified nonprofit Providers to in an effort to establish a program for that site.
- b. It is the intention of FCPS that a Provider offer year round before and after school and summer care services. If Summer Academy, construction or other situations arise that would take priority over the childcare service program at a given site, the Provider will be notified in as timely a manner as possible. However, under these circumstances FCPS is not obligated to provide a site for the Provider.



- c. A Provider may consolidate their services at one or more centrally located school sites during extended holidays and/or during the summer, as necessary, to guarantee proper supervision and maintain program quality. If requested by the Provider, the FCPS Contract Administrator will liaise with the site Principals and the Provider(s) to work out any problems that may arise due to these situations.
- d. Proof of applicable insurance coverages are required to be sent by the Provider annually to the attention of the purchasing department.
- e. Providers are expected to meet with the Principals at least annually to review program expectations and maintain open communications.
- f. If performance related issues arise they should be brought to the attention of the Purchasing Contract Manager and Instructional Contract Administrator who will coordinate resolution as necessary.
- g. After notifying the Principal of their intent to do so in May of each year, the Provider should notify parents of their offering for summer care and for the following school year. The cost for printing this notice will be borne by the program operator.
- h. Each summer, Purchasing will notify the FCPS Web Content Coordinator of any changes to the list of Providers, their contact information and the schools they serve.

### **3. CHILDCARE PHILOSOPHY**

FCPS has adopted the following philosophy that defines a quality program for school age children. The Providers' philosophy must be consistent with our own:

- The program should complement, not replace the home and school, augmenting and enriching what each of these institutions can provide.
- Childcare hours should be offered to provide maximum flexibility and choice for parents, with operating hours beginning at 6:30 AM until the start of the school day; and from the end of the school day to 6:00 PM.
- Students must have the opportunity to work on homework assignments.
- The program must be rooted in an understanding of children's varying development needs.
- The program must provide the kind of environment that allows children of a wide range of ages and diversity to engage in appropriate and meaningful activities, providing quality alternatives to self-supervision for children.
- The program should be an open-ended setting that allows children to master their own interests and use free time creatively.
- Although the activities will vary, choice is an essential ingredient.
- Programs should contain activities and experiences that respect and address individual differences.
- Quality programs depend primarily on quality staff; quality staff depends primarily on staff training and education.
- Students must be supervised at all times.

### **4. PREPARATION OF PROPOSAL**

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Fee Proposals should be submitted in the same envelope.
  - i. Submit one original and two copies of the Technical and Fee Proposal, in a sealed

envelope, properly labeled on the outside with the bidder's name and "RFP".

- ii. Include the following completed forms:
  - Signature Page
  - Statutory Affidavit and Non-Collusion Certification
  - Certification of Compliance
  - Questionnaire
  - Supporting documents
  - Fee Proposal

## **5. EVALUATION CRITERIA AND AWARD**

- a. A committee of FCPS staff will independently review and evaluate each technical proposal.
- b. The process for determining which vendor(s) to approve may take the form of either a questionnaire, interview, and/or site visit, and includes appraisals of various aspects of the supplier's business including capacity, financials, quality assurance, organizational structure and processes and performance.
- c. 100 points will be assigned for the technical proposal and will be assigned as follows:
  - Business Structure - 35
  - Qualification and Training - 15
  - Licensing and Insurance - 15
  - Legal Issues and Financials - 10
  - Value Added Services - 10
  - References - 15
- d. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.
- e. Based on the information obtained via the evaluation, a supplier is scored and is either approved or not approved as one from whom to procure these services. There may be an approved supplier list to which a qualified supplier is then added.
- f. If not approved, the supplier will not be considered further in the fee review.
- g. Fee proposals will not be assigned points because the cost of the services is borne by the parents who utilize these services.
- h. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned or deducted.
- i. Any technical questions pertaining to licensing issues will be referred to the State Licensing Department.

# **ELEMENTARY SCHOOL CHILD CARE PROVIDERS FOR BEFORE AND AFTER SCHOOL AND SUMMER CARE PROGRAMS**

CONTACT INFORMATION FOR SITE PROVIDER	SCHOOL SITES
<p>Learning Tree Early Learning Center  Alfred Opack, President  Andrea Morgan, District Manager 301.305.5618 (c)  earlylearning4@verizon.net  8402 Discovery Blvd., PO Box 663  Walkersville, MD 21793  (P) 301.845.4000 ; (Alt.P) 301.834.7577  (F) 301.845.4266</p>	<p align="center">BRUNSWICK</p>
<p>Frederick County Corporation for Quality Child Care  (Stepping Stone Centers)  Dee Stewart, President  Jaeanna Luecke, Vice President  fccqcc@yahoo.com  3882 Roundtree Road, Unit 1  Jefferson, MD 21755  (P) 301.473.9442  (F) 301.473.8025</p>	<p align="center">MIDDLETOWN PRIMARY   NEW MARKET   MIDDLETOWN</p>
<p>YMCA  Diana Lewis , Director Before &amp; After School Enrichment  Program  dlewis@frederickymca.org  1000 North Market Street  Frederick, MD 21701  (P) 301.663.5131, Ext. 1269  (C) 301.748.4379  (F) 301.663.1651</p>	<p align="center"> BALLENGER CREEK  CARROLL MANOR  CENTERVILLE  DEER CROSSING  GLADE  GREEN VALLEY  HILLCREST  KEMPTOWN  LIBERTY  LINCOLN  MONOCACY  MYERSVILLE  NORTH FREDERICK  OAKDALE  ORCHARD GROVE  PARKWAY  SPRING RIDGE  THURMONT  THURMONT PRIMARY  TUSCARORA  TWIN RIDGE  URBANA  VALLEY  WALKERSVILLE  WAVERLEY  WHITTIER  YELLOW SPRINGS </p>

**PARENTS:** For more information about your school's Child Care Program for Before and After School and Summer please contact the school directly. The FCPS liason for this program is Mark Pritts, Instructional Director, at Mark.Pritts@fcps.org, 301-696-6854

Updated October, 2016

**AGREEMENT FOR OPERATION OF BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE  
SERVICES IN FREDERICK COUNTY PUBLIC SCHOOLS FOR  
2018-2021 TERM**

The Board of Education of Frederick County (Board) and the \_\_\_\_\_ (Provider) hereby agree as follows, this \_\_\_\_\_ day of \_\_\_\_\_, in year of \_\_\_\_\_. This is executed on behalf of Frederick County Public Schools (FCPS).

Board agrees to grant the Provider use of both a \_\_\_\_\_ (primary space)\* and a \_\_\_\_\_ (secondary space)\* in \_\_\_\_\_ (school), located at:

\_\_\_\_\_  
(address) for the Before and After School and Summer Child Care Services.

1. The term of this Agreement is three years, beginning on or about August 24, 2018 and ending on or about August 23, 2021, provided the operator has established a program at the site no later than the first day of school and that their contract has not been terminated for cause.
2. Principal Responsibilities:
  - a. Coordinating with the community user group the assignment of space necessary to accommodate the user's needs.  
\*the State of Maryland requires that two locations within a school with the same square foot capacity be identified for operation of the program in the event the primary space is unavailable.
  - b. Maintaining proper relationships with this organization including the responsibility for informing the custodian of the name of the individual from the user organization who will be identified as the person in charge during the scheduled activity. The custodian shall inform the person in charge of his/her whereabouts during the scheduled activity.
  - c. The school is requested to give advance notice of at least one day to the Provider if they are being requested to move to their secondary location or to share their primary or secondary location with another user group. Evening events that may interfere with the part of the school used for Before and After Care Services are requested not to be scheduled for use until after 6:00 pm in order to give the Provider adequate time to clean the snack area for the day.
3. The Provider shall pay the Board \$10 per hour of actual operation. On days when school and offices are closed it is required to have a custodian in the building to support the Child Care Center operations for the entire time the building is in use. The Provider agrees to pay an additional charge of \$25 per hour for custodial labor charges associated with the provision of services. These charges are payable monthly within ten days of receipt of an invoice from the Board of Education of Frederick County. These rates **will not** be subject to increase during the term of this contract even if the Board of Education approves changes in the fee structure.
4. The Provider will forward a schedule of operations on a monthly basis for each site it operates to the attention of: Christa Summers, FCPS Accounts Receivable Department, 191 South East Street, Frederick, MD 21701, [christa.summers@fcps.org](mailto:christa.summers@fcps.org).
5. FCPS:
  - a. FCPS will enter all dates and times for Before and After School and Summer Child Care programs into our Use of Facilities software. This will help insure that the school does not have a scheduling conflict.
  - b. FCPS has a color code system that correlates with school openings and closings.
    - 1) When schools open late or are closed under CODES GREEN, ORANGE OR BLUE, because of emergencies, including weather-related closings, the Provider may operate unless such conditions create

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unsafe or unsanitary situations as determined by the Board and/or the Provider. If schools are closed under a Code Red, FCPS facilities are not available for use by the Provider.

- 2) When school closes early due to weather or emergencies, the Provider shall assume custody for the children enrolled in the Child Care Center within thirty minutes after such closing and shall be responsible for each child until claimed by the parent or other designated person.
  - 3) Daycare centers operating in FCPS facilities will independently make decisions regarding modifications to their program schedules and communicate accordingly with the media, the principal, or designee, and the families they serve. (See FCPS Regulation 400-02, Section E)
- c. The Board of Education assumes no responsibility for providing bus transportation to carry children to or from Day Care Center. Any exceptions will be handled on a case by case basis if warranted by extenuating circumstances.
  - d. The Board of Education assumes no responsibility for the programs conducted by the Child Care Center. Summer program
  - e. The sale or use of tobacco products, alcohol, and controlled dangerous substances in any form is prohibited in FCPS buildings and on FCPS grounds at all times. Board Policy 112 Drug-free, Alcohol-free and Tobacco-free Workplace and School System states that any person or organization permitted to use FCPS buildings or FCPS grounds (e.g., use of facility form) must comply with the policy. Violations of the policy will result in the use of the facility permit being terminated through the remainder of the period.
  - f. Board policy mandates that groups using FCPS facilities shall conduct activities that are orderly and lawful, of a nature not to incite others to disorder, and not restricted by reason of race, creed, color, sex, or age.
  - g. Any group or organization using FCPS property shall hold the Board of Education of Frederick County, individual Board members, and FCPS employees harmless for any loss, liability, or expense that may arise during, or be caused in any way by such use or occupancy of FCPS property. In the event loss is incurred as a result of the use of the facility by a community user group, the amount of damage shall be decided and invoiced by the Board of Education. The group or agency shall also hold harmless and indemnify or reimburse the Board of Education for any liability to third parties arising from use of FCPS facilities.
  - h. Either party, upon providing the other party with 90 days' notice, may terminate this Agreement. Should the Provider deviate from FCPS policy and/or State regulations or standards applicable to Child Care Centers, such deviations shall be subject to review and may be grounds for termination of the Agreement upon notification in writing. In addition, where the Provider's Child Care Center license is revoked for any reason, this Agreement shall terminate immediately.
  - i. This Agreement may not be assigned to another Provider nor may the premises be sublet.
6. **PROVIDER RESPONSIBILITIES:**
- a. The following information shall be emailed to the Use of Facilities coordinator. The Provider shall provide a schedule of dates and times they intend to use the facility for each school year (September 1 to June 15) by August 15, and a summer schedule (June 16 to August 31) by June. The Provider is responsible for the accuracy of this schedule in order to ensure that proper access to the building is granted and the billing is accurate.
  - b. All after-hour use of FCPS facilities will be supervised by a person at least 21 years of age representing the user group.
  - c. The Provider will operate the Child Care Center before and after school between the hours of 6:30 A.M. and 6:00

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P.M. when school is in session. These times may vary on days designated by FCPS as School Conference days and Teacher Work Session days.

- d. If the Provider changes the location and the number of school sites in which they operate during the summer or when there are extended breaks in the school year, they should inform the purchasing agent overseeing this contract as well as the FCPS program coordinator.
- e. When school is not in session for 12 month employees and it is not an emergency or weather related closing, the Provider may operate the Child Care Center as long as they have received prior approval from the Site Principal. This excludes the following weekends and legal holidays: Saturdays, Sundays, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, the Fourth of July, and Labor Day.
- f. The Provider must be licensed in accordance with the regulations and procedures of the Maryland State Department of Education and the Office of Child Care; and such other State or Local agencies as may be required, and must comply with all Federal, State, County, and Board of Education regulations, procedures, and standards, as they may be adopted, altered, and amended from time to time. The Provider represents that it has such licenses and that it will operate and conduct its programs as specified herein and Provider will provide Board with copies of such licenses if requested.
- g. Provider must comply with provisions of Regulation #100-5, Auxiliary Custodians, issued by the Board of Education of Frederick County.
- h. Facility restrictions:
  - i. There shall be no temporary or permanent signs, banners, or pennants placed in or on FCPS buildings or on FCPS grounds.
  - ii. The school kitchen is not available for use by the Provider and the Provider must provide its own refrigeration for snacks and other food items.
  - iii. FCPS equipment may be utilized by community user groups only with the consent of the principal, or designee. All equipment that is so utilized shall be returned in the same condition as when it was borrowed. Lost or damaged equipment shall be replaced or repaired at the sole expense of the user. Under no condition will equipment be removed from the FCPS facility. Some equipment will not be available for outside use under any conditions.
  - iv. The Child Care Center operators must provide secure cabinets for the storage of all Day Care Center equipment. The cabinets should be on wheels so that they can be moved as necessary on a temporary basis. Reasonable space will be made available by the school for placement of the storage cabinets if possible. However, other storage space may be requested by the Provider and should be made available by the Principal if possible.
  - v. Playfields and playground equipment at the school may be used by the Child Care Center only when approved by the school's Principal. It shall be the responsibility of the Provider to ensure that the use of playfields and playground equipment by Child Care Center children is supervised, safe, and in compliance with licensing regulations.
  - vi. Provider shall leave all areas used by it in a clean and organized state in accordance with licensing regulations at the end of the day. This shall include tables sponge cleaned, floors broom cleaned and free of debris and crumbs, and bathrooms tidied and dried of standing water.
  - vii. The State licensing for Child Care Providers requires access by students in Child Care bathroom facilities on a 1:15 ratio. The Provider shall provide supervision to children using bathrooms, to avoid clogs, spills, and overflows and other acts of vandalism. Damage to the facilities will be brought to the attention of the

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School or the Provider in writing and immediately upon discovery. Financial reparation by the Provider shall be required for damages caused by the Provider.

- i. Supervision and safety of the children is the sole responsibility of the Provider. Regarding the arrival and departure of a child who also attends the school as a student in the Frederick County Public Schools system, it is the responsibility of both the Provider and the School on an individual school basis to coordinate the transfer of the students to their classrooms at the conclusion of the morning child care program (and/or receive the child from the classroom into the afternoon program) so that no gap in responsibility for the child exists.
- j. Under no circumstances may Provider release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.
- k. Communication equipment shall be provided by the Provider and the Site Director must be able to be contacted at all times.
- l. The Child Care Center operators will insure that no fire code or fire regulation violations are created by their activities.
- m. The Child Care Center operators are responsible for obtaining the Emergency Guidelines for the school building from the Principal and to conduct fire drills and other practices as required.
- n. The Child Care Center operators agree to accept without prejudice children referred and funded by the Frederick County Department of Social Services.

**7. DOCUMENT SUBMISSION:**

- a. The Provider will provide the Purchasing Department a **Certificate of Insurance**, including Workers Compensation, for each fiscal year of this contract as required in Regulation #100-1, Rental of School Facilities, as follows:

For the protection of the user, the Board requires that the user furnish to the Board a certificate of insurance satisfactory to the Board evidencing insurance coverage of not less than a combined single limit of bodily injury and property damage liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 in the general aggregate (including spectator liability) on a commercial general liability form; \$2,000,000 in products/completed operations aggregate; \$1,000,000 personal/advertising injury; \$50,000 fire damage legal liability; and \$5,000 medical expense. The certificate of insurance can only be cancelled upon 30 days written notice. The certificate of insurance shall state that the Board of Education of Frederick County is named as an additional insured on the insurance policy and waiver of subrogation must be included. Any deductibles or self-insured retentions should be noted on the certificate. The certificate holder shall read: Board of Education of Frederick County, 191 South East Street, Frederick, MD 21701.

- b. The Provider will submit a copy of the **site license** for each FCPS site in which they operate.
- c. **Pricing** submitted with this Agreement must be firm through the initial school year of this contract term. Thereafter, the Provider may change the pricing structure no more frequently than once per contract year. They will be requested to notify the Purchasing Department in writing prior to including this information in their parent contract.
- d. The attached **Certification of Compliance** is required to be submitted.

**8. SATISFACTION SURVEYS:**

- a. The FCPS Contract Administrator will conduct a survey of site Principals annually.



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- b. The Provider is expected to conduct a survey of parents in their program annually to assess their satisfaction, and provide a summary of the results in writing to the Purchasing Department prior to February 28, of each contract year.
  - c. A site may be targeted for intervention by the Contract Administrator (currently Mark Pritts, Instructional Director) if the program receives less-than-satisfactory comments from the Principal and/or if the results of the parent survey indicate any recurring themes of dissatisfaction based on comparison to the overall FCPS regulations or program expectations. The Contract Administrator(s) will meet with the program coordinator/owner to discuss the survey results and a written plan for remediation will be required with the program coordinator/owner put on temporary probation. If appropriate corrections are made to the satisfaction of the site Principal and the Contract Administrator, the program may continue for the remaining period of the original three year term. If not, the site may be re-assigned to another non-profit or not-for-profit company meeting the FCPS requirements.
9. The Provider agrees that it shall not in any way advertise or state that its Day Care Center has been approved, licensed, certified, rated, etc. by the Board of Education, nor in any way state or advertise that the Board is affiliated with, a partner to, collaborated with, etc. the Provider in its programs or operation, and that in all its written communications the Provider shall not in any way involve the Board as a party to its operations.
10. Any supplemental terms and conditions that are mutually agreed to by the Principal and the Provider and that do not violate the terms of this agreement should be attached.

The Provider has read and signed the attached Certificate of Compliance regarding the hiring of Sex Offenders.

IN WITNESS THEREOF the above parties affix hereto their signature:

\_\_\_\_\_  
Principal / Date

\_\_\_\_\_  
Provider / Date

\_\_\_\_\_  
Leslie Pellegrino / Date  
Chief Financial Officer

\_\_\_\_\_  
Theresa R. Alban, Ph.D., / Date  
Superintendent of Schools

**Attachments:**

- 1) Regulation #100-5, Auxiliary Custodians

**Documents required to be returned by Provider with this Agreement:**

- 1) Certificate of Insurance — One COI with attached list of school sites
- 2) Fee Schedule for 2018-2019 Term
- 3) One Copy of Each Site License

**Approval Path:**

1. Purchasing→Provider(s) for Signature→ Purchasing
2. Purchasing→ School(s) for Signature→ Purchasing
3. Purchasing→Chief Financial Officer→Superintendent of Schools for Signature→Purchasing
4. Purchasing Issues Copies of Signed Agreements to Schools, Providers and Finance Department with Original on File in Purchasing Office

<b>FREDERICK COUNTY PUBLIC SCHOOLS</b>	<b>Reg. No. 100-01</b>
<b>Subject:</b> <b>RENTAL OF FREDERICK COUNTY PUBLIC SCHOOLS FACILITIES</b>	<b>Issued:</b> <b>1/1/86</b>
<b>Preparing Office:</b> <b>Office of the Superintendent</b>	<b>Amended:</b> <b>7/1/15</b>

I. Policy 203

II. Procedures

**A. Rental of Frederick County Public Schools (FCPS) Facilities**

The Board of Education (Board) recognizes that FCPS facilities are public buildings and, subject to provisions established by Maryland school laws, encourages their use by the public when they are not being used for FCPS purposes. The Superintendent is authorized to establish administrative procedures and regulations which will provide for the use of FCPS facilities by non-school groups without profit to the Board; provided, however, that the costs of operation and maintenance are defrayed by the users or are covered by budget allocation from the Board of County Commissioners.

1. Non-Profit or Not-for-Profit Organizations

FCPS buildings and grounds may be used for educational, civic, social, religious, and recreational activities by approved non-profit or not-for-profit organizations for such purposes as athletic programs, fundraising activities for charitable purposes, and employee-related activities.

To meet the FCPS requirement as a non-profit organization, an organization needs to be recognized by the Internal Revenue Service (IRS) as a non-profit 501(c)(3) organization. When requested, the organization must submit an IRS determination letter stating this status to the school system. Organizations will be directed to [www.irs.gov](http://www.irs.gov) regarding questions about IRS recognition as a non-profit organization and/or IRS determination letters.

2. For-Profit Organizations

Rental of FCPS buildings by for-profit businesses or organizations is not permitted.

**B. FCPS Facilities Restricted for Outside Use**

Because of the special purpose design of Rock Creek School, Career and Technology Center, Heather Ridge School, Earth and Space Science Lab, FCPS Staff Development Center in Walkersville, and future special purpose schools and the equipment located in those facilities, after-hour use of those facilities shall be limited to school-related groups or community groups directly related to the facility. Related community groups using the Rock Creek School will include only groups comprised of or serving disabled persons. Those using the Career and Technology Center will include only Frederick Community College and organizations directly involved in the career education effort.

**C. Special Operating Requirements**

The Board recognizes individual schools may have special operating requirements under the auspices of "Park School" agreements or other agreements approved by the Board and that these agreements may contain provisions which sometimes may be at variance with Board policy or FCPS regulation in order to meet the needs of specific situations.

**D. Classification of Users and Charges**

Tables I and II, as attached to this regulation, identify priorities of users and charges. Charges for use of FCPS facilities will be reviewed annually to determine whether the charges assessed by regulation are, in fact, designed to cover costs of operating the facilities.

**E. Applications**

1. Application forms for the use of FCPS facilities are available on the FCPS web site [www.fcps.org](http://www.fcps.org). Applications are to be completed and submitted by a responsible Frederick County resident except applications being submitted by government agencies. In this latter case, the submission by the responsible government official will suffice.
2. The electronic request shall be submitted to the Facilities Services Division for initial registration. Once registration has been approved, the community user group will apply for use of interior space or fields by completing the electronic application found on the FCPS web site.
3. Applications from eligible organizations in good standing (no previous record of abuse to FCPS facilities or default of payment of fees) shall be accepted for processing.
4. Approved applications expire at the end of the scheduled event or at the expiration of the approved application.
5. Applications for rental of the central office board room are also available on the FCPS web site [www.fcps.org](http://www.fcps.org) by selecting "central office" in the drop-down menu. The central office building manager will review and process applications in conformance with this regulation. (See Section P)

**F. Cancellations**

1. The user group has the responsibility of notifying the principal, or designee, at least 48 hours in advance if it is necessary to cancel the scheduled activity. Failure to cancel may result in the scheduled building and custodial charges being levied.
2. When schools close early or are closed for the entire day due to weather or other emergency conditions, community use of FCPS facilities are automatically canceled except as noted below. (See FCPS Regulation 400-02, Section D)

3. Daycare centers operating in FCPS facilities will independently make decisions regarding modifications to their program schedules and communicate accordingly with the media, the principal, or designee, and the families they serve. (See FCPS Regulation 400-02, Section E)

**G. Scheduling of Facilities**

1. At elementary and middle schools, applications for use of interior spaces or fields may be submitted at any time, but an application cannot extend past the beginning of the next fiscal year (July 1).

Applications for use of high school space or fields, other than swimming pools, shall be processed in accordance with the following schedule. Separate applications are required for dates of use before and after July 1.

High School Application Deadline Date	High School Facility Deadline for Approval	Dates Covered
July 1	August 1	September 1 – November 30
October 1	November 1	December 1 – March 31
February 1	March 1	April 1 – August 31

2. For high schools, applications received on or before the established deadline date are to be held until the deadline and then are to be considered:
  - a. According to established priorities.
  - b. Assigned the appropriate facility to assure maximum usage and benefit.
3. For high schools, applications received after the established deadline may be approved with the consent of the principal, or designee.
  - a. Applications received after the deadline shall be considered on a "first-come, first-served" basis. (See Section H2 below)
  - b. Applications received after the deadline must be submitted at least two weeks prior to date of use or will not be considered.
  - c. In the event contracts must be signed and arrangements made for performers in advance, the principal, or designee, reserves the right to waive the above procedures.

**H. Priority Schedule**

1. Priority Schedule - The ultimate use of facilities shall be determined at all times in accordance with the order of priority as identified in Table I.
2. In the event of scheduling conflicts, the principal, or designee, will give appropriate consideration to groups in good standing that have used the facility in prior years and who primarily serve Frederick County residents.

**I. Charges**

1. The total fee could consist of:
  - a. Facility fee: Charges levied to offset costs of building operations and maintenance.
  - b. Labor fee: Charges levied to cover FCPS personnel required to be present in the building for coverage of the event, including set-up and clean-up.
  - c. Application fee: applies to second priority users.
2. As a general rule, when a community group uses FCPS facilities during an FCPS employee's normal working hours, no labor charge will be assessed. If, in the judgment of the principal, or designee, additional work is required in order for the employee to accommodate the user, labor charges will be levied for the number of overtime hours required.
3. FCPS Fiscal Services Division staff will recompute Table II rates periodically and revise the rate schedule as appropriate.

**J. Restrictions and Conditions Regarding Use of the Facilities**

1. FCPS facilities are to be used for programs and activities that extend benefits to students and the community. Inappropriate use of facilities includes, but is not limited to, use for commercial purposes, personal gain or profit, and use that is potentially disruptive to FCPS programs or could cause negative public opinion of the school system.
2. The sale or use of tobacco products, alcohol, and controlled dangerous substances in any form is prohibited in FCPS buildings and on FCPS grounds at all times. FCPS buildings are defined as a local school system owned or leased building. FCPS grounds are defined as local school system owned or leased land that surrounds an FCPS building.

Board Policy 112 *Drug-free, Alcohol-free and Tobacco-free Workplace and School System* states that any person or organization permitted to use FCPS buildings or FCPS grounds (e.g., use of facility form) must comply with the policy. Violations of the policy will result in the use of the facility permit being terminated through the remainder of the period.

3. Board policy mandates that groups using FCPS facilities shall conduct activities that are orderly and lawful, of a nature not to incite others to disorder, and not restricted by reason of race, creed, color, sex, or age.
4. Gambling and games of chance, such as bingo, where cash prizes or prizes of significant value are awarded are prohibited on FCPS grounds. Raffles and 50/50 drawings conducted by groups such as PTAs, alumni associations, recognized employee associations, and booster groups are permitted with approval of the principal, or designee.
5. FCPS buildings shall not be used for events or activities private in nature such as birthdays, anniversaries, weddings, receptions, funerals, or memorial services.

6. FCPS buildings and grounds may be used for non-partisan political debates and issues forums sponsored by FCPS or non-partisan organizations (such as the League of Women Voters).

FCPS buildings or grounds shall not be used for partisan political rallies, political fundraisers, and presentations by candidates for public office or related election activities. FCPS buildings or grounds shall also not be used for partisan activities associated with any issue scheduled to be included on the ballot of the next election.

Nothing in the above shall serve to restrict the county Board of Elections in the administration of election day activities.

7. Rental of FCPS facilities for overnight activities is not permitted. The appropriate instructional director may approve exceptions that are consistent with the purposes and intent of this regulation.
8. There shall be no temporary or permanent signs, banners, or pennants placed in or on FCPS buildings or on FCPS grounds by any group except those associated with activities sponsored by FCPS or the PTA. Two exceptions are:
  - a. Activities carried on in FCPS facilities by the Board of Supervisors of Elections shall be exempt from this restriction.
  - b. Other groups that use FCPS facilities may place temporary identification signs on FCPS grounds only during the actual hours the FCPS facility is used. At the conclusion of the use of the FCPS facility, the group must remove the signs.
9. All use of buildings and/or grounds is restricted to the area and to the activity as described on the application form.
10. Continued use of an FCPS building by any group is contingent upon the group taking proper steps to protect FCPS property and to ensure complete safety and the observance of the regulations concerning smoking or drinking in FCPS buildings. (See Board Policy 112 *Drug-free, Alcohol-free and Tobacco-free Workplace and School System*)

If a principal, or designee feels that a group is misusing the building, it is the duty of the principal, or designee to point out the misuse to the group so that the misuses may be discontinued. If continued misuse occurs, the principal, or designee, may stop the activity.

The Chief Operating Officer, or designee, shall investigate the complaint and determine whether the group should be prohibited from any further use of FCPS facilities.

11. Occupancy of buildings or rooms shall not exceed capacities established by the fire marshal.
12. Vehicles will be parked in authorized parking areas only. Operation of vehicles on FCPS lawns and play fields is prohibited.

13. All after-hour use of FCPS facilities will be supervised by a person at least 21 years of age representing the user group.
14. Indoor FCPS facilities (gymnasiums, hallways, cafeterias, classrooms, etc.) may not be used for athletic activities which are normally played outdoors and/or for which the indoor facilities are not designed. This definition would normally include such activities as football, field hockey, cross-country, soccer, track, and baseball.
15. Temporary structures including portable toilets, mobile concession stands, and beverage trailers may not be erected or placed on FCPS property without the permission of the Chief Operating Officer, or designee. Beverage trailers and mobile concession stands will not be left on the FCPS grounds overnight. Large tents will not be erected on FCPS grounds. Temporary booths for PTA carnivals are exempt from this restriction.
16. Under no condition will application for after-hour activities be approved where the application permits persons to be on building roofs. This includes firefighting practices, rappelling demonstrations, and other such activities.

**K. Indemnification Provision**

Any group or organization using FCPS property shall hold the Board of Education of Frederick County, individual Board members, and FCPS employees harmless for any loss, liability, or expense that may arise during, or be caused in any way by such use or occupancy of FCPS property. In the event loss is incurred as a result of the use of the facility by a community user group, the amount of damage shall be decided and invoiced by the Board of Education. The group or agency shall also hold harmless and indemnify or reimburse the Board of Education for any liability to third parties arising from use of FCPS facilities.

**L. Principal's Responsibility**

1. The principal, or designee, is responsible for coordinating with the community user group the assignment of space necessary to accommodate the user's needs as indicated on the application.
2. The principal, or designee, is responsible for maintaining proper relationships with those organizations that make application to use the FCPS facility. Included in this coordinating role will be the responsibility for informing the custodian of the name of the individual from the user organization who will be identified as the person in charge during the scheduled activity. The custodian shall inform the person in charge of his/her whereabouts during the scheduled activity.
3. FCPS equipment may be utilized by community user groups only with the consent of the principal, or designee. All equipment that is so utilized shall be returned in the same condition as when it was borrowed. Lost or damaged equipment shall be replaced or repaired at the sole expense of the user. Under no condition will equipment be removed from the FCPS facility. Some equipment will not be available for outside use under any conditions.



**M. User's Responsibility**

1. The group or agency using the building must accept the entire responsibility for supervision of all persons associated with its activities, including participants and spectators in the building or on the grounds. The custodian shall not be expected to accept any of the supervisory responsibility of the activity. Supervision shall include monitoring of entrances to ensure that only authorized persons are in the building.
2. The group or agency must arrange ahead of time with the principal, or designee, if the FCPS facility is to be made available for the group or agency to set up chairs, scenery, stage equipment, etc. In no event are electrical power capacities to be exceeded.
3. Tables, chairs, and benches shall not be placed on the playing surface of tennis and multi-use courts by any group. Groups shall not bring heavy mechanical equipment on the grounds without approval of the principal, or designee. Portable booths and equipment shall be removed immediately after the activity.
4. It is assumed that all buildings and grounds shall remain in their original condition, and plans by the user for altering existing facilities is subject to approval of the principal, or designee, in coordination with the director of maintenance and operations.
5. The group or agency requesting use of FCPS facilities recognizes that FCPS facilities are available to the community for civic, social, and recreational purposes at hours other than those required for school-sponsored activities.
6. The users of FCPS facilities agree that FCPS facilities may not be used by any organization, person, or persons who practice discrimination because of race, color, creed, sex, or national origin.
7. The user of FCPS facilities recognizes that FCPS facilities are not to be used for personal financial gain.
8. The user of FCPS facilities agrees that the charges for the use of the facility shall be in accordance with the published schedule and shall include the time of the employee(s) assigned by the principal, or designee, as determined essential to the safekeeping and efficient operation of the FCPS facility.
9. Applicants are advised that modern technical equipment in FCPS facilities requires the attention of properly trained personnel. At least one regular custodian must be on duty. When the kitchen portion of the cafeteria is used, at least one of the regular cafeteria staff must be on duty. If an FCPS pool is used, a pool operator must be on duty. (The assignment of a pool operator can be in lieu of a custodian.) When technical equipment, such as theater lighting or sound systems, is requested, the principal may assign an FCPS-approved technician to operate for the event.

10. The user agrees that alcoholic beverages, controlled dangerous substances, and games of chance shall be prohibited. (See Board Policy 112 *Drug-free, Alcohol-free, Tobacco-free Workplace and School System*)
11. The user agrees to provide adequate supervision to ensure that good order is maintained.
12. The user agrees that fire regulations shall be strictly followed.
13. The user agrees that all activities shall be planned and clean up provided so that facilities are in readiness for FCPS use prior to the next scheduled session.
14. Community user groups may impose an admission charge to cover expenses.
15. Youth sports programs seeking to use FCPS school facilities must distribute concussion information to parents or guardians on an annual basis. In addition, when requested, each youth sports program will affirm to Frederick County Public Schools their intention to comply with concussion information procedures as available on the Centers for Disease Control web site at <http://www.cdc.gov>.
16. The agency or group recognizes that in the event there is a breach of any of these responsibilities, it may result in denial of any future use of FCPS facilities by the organization.
17. For the protection of the user, the Board requires that the user furnish to the Board a certificate of insurance satisfactory to the Board evidencing insurance coverage of not less than a combined single limit of bodily injury and property damage liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 in the general aggregate (including spectator liability) on a commercial general liability form; \$2,000,000 in products/completed operations aggregate; \$1,000,000 personal/advertising injury; \$50,000 fire damage legal liability; and \$5,000 medical expense. The certificate of insurance can only be cancelled upon 30 days written notice. The certificate of insurance shall state that the Board of Education of Frederick County is named as an additional insured on the insurance policy and waiver of subrogation must be included. Any deductibles or self-insured retentions should be noted on the certificate. The certificate holder shall read: Board of Education of Frederick County, 191 South East Street, Frederick, MD 21701. (See Attachment A for an approved example of an insurance certificate)

#### **N. Pool Use**

1. All FCPS pools when in use shall be in the immediate control of a person who shall be referred to as a pool operator. The pool operator shall be an FCPS employee and shall possess a valid swimming pool operator's license. The pool operator is responsible for the maintenance and operation of pool equipment and for maintaining a healthy pool environment.

2. When the pool is open, at least one qualified lifeguard must be on duty. Additional guards will be required above the minimum at the rate of one additional guard for each twenty-five (25) users or portion thereof above the first twenty-five (25) users. For example, if there are thirty (30) users, two (2) guards are required.
3. A person may fulfill the functions of both lifeguard and pool operator when such duplication can be accomplished without adversely affecting safety and operational standards. No lifeguard shall be assigned any other duties such as out-of-water supervising, coaching, instructing, or cleaning, no matter how minor, while performing the duties of a lifeguard.
4. Persons acting as lifeguards shall be on deck and observing the pool whenever any person is in the water and shall not leave such post without ascertaining that all persons are out of the water.
5. To qualify as a lifeguard, the individual must be seventeen (17) years of age and must have on file, with the pool operator, a copy of a current senior life saving certificate and proof of current CPR training. Recognized life-saving certificates are those issued by the American Red Cross, the YMCA or YWCA.
6. The organization using the pool will name a person in charge. The person in charge shall supervise the group and shall assume full responsibility for locker room supervision. Each group and/or individual shall be personally responsible for personal valuables left in locker areas.
7. Reservations for any swimming pool will not be granted for longer than six (6) months at a time.
8. The maximum pool capacity shall not exceed seventy-five (75) users in the water at any given time.
9. The charges for swimming pool use for all users are listed below:
  - \$70 per hour – youth user groups that book and use 150 or more hours during a 6-month period
  - \$80 per hour - youth user groups that book and use less than 150 hours during a 6-month period
  - \$90 per hour – adult user groups that book and use for any length of time

The above rates include the cost for the pool operator, up to two lifeguards and all other related expenses associated with pool operations except custodians on weekends and holidays. An extra fee will be assessed in the event more than two lifeguards are required to service the user groups.

Use of the pool on weekends or holidays, or other non-school days when custodians are not normally scheduled, will require scheduling of a school custodian at rates found in FCPS Regulation 100-01 or approval of an auxiliary custodian as provided in FCPS Regulation 100-05.

FCPS may establish such hours of operation and holiday schedules as it deems appropriate for efficient operation of the facility.

The pool fee will be based on the reservation dates requested by the application and submitted by the user groups, and approved FCPS fees will be non-refundable unless cancellation is directed by FCPS users booking less than 20 hours in a six-month period may cancel once, with two weeks' notice, without penalty.

**O. Field Use Cancellation**

1. Use of any high school athletic field by community groups will be automatically cancelled if one or more inches of rain have fallen or are predicted to fall in the 48 hours prior to the event. If less than one inch of rain has fallen, the principal, or designee, may cancel a field event if he/she determines significant damage to the field could occur due to wet conditions.
2. Use of any FCPS field may be cancelled for up to twelve (12) months if, based on the joint assessment of the principal, or designee, and the Chief Operating Officer, or designee, the field meets one or more of the following conditions:
  - a. Use of the athletic field by a community group directly interferes with a scheduled FCPS event.
  - b. At least one-third of the field's turf cover has significantly deteriorated.
  - c. The field has unacceptable compaction levels or other safety-related concerns.
  - d. A repair program for the field is underway as a consequence of overuse, turf disease, or vandalism.
  - e. Use of the field interferes with construction under way at the FCPS facility.
  - f. The field is newly constructed and time is needed to establish a healthy turf and root system.

**P. Rental of Central Office Facilities**

1. Rental of the central office facilities at 191 South East Street, Frederick, MD 21701, by community user groups is limited to the first floor board room.
2. The central office board room will be available for rent by non-profit community user groups as identified in Table I "Priority List".
3. Use of the board room by community user groups is limited to meetings, presentations, conferences, public hearings, or similar events. The board room may not be used for events such as private parties, performances, recreation programs, religious services, or political rallies. Food and drink are not permitted in the board room.
4. Activities scheduled in the central office board room must conclude no later than 10:00 p.m.
5. Activities scheduled in the central office board room on weekends or holidays will require custodial support at the labor rates outlined in Table II "Hourly Facility Charges."

6. The rental fee for the central office board room is identified in Table II.
7. User groups must provide their own projection equipment, and Internet access may not be available. However, drop-down projection screens and the public address system will be available for use.
8. All other procedures and requirements as outlined in this regulation will apply to the rental of the central office board room.

Approved:

*Original signed by*

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Theresa R. Alban  
Superintendent

TABLE I – Priority List



**FCPS Community User Group Priority List**

NC = **N**o **C**harge

FC = **F**acility **C**harge (Hourly)

AC = **A**pplication **C**harge (\$25.00 Per Application/Per School)

LC = **L**abor **C**harge (Hourly)

**FIRST PRIORITY - Frederick County Public Schools Related Groups**

<b><i>Frederick County Public Schools Related Groups</i></b>	<b><i>Building</i></b>	<b><i>Labor</i></b>
1. PTA/PTSA	NC	LC
2. Booster Clubs	NC	LC
3. School Staff (events by and for school staff only)	NC	LC
4. Frederick County Teachers Assn (FCTA)	NC	LC
5. Frederick Assn of School Support Employees (FASSE)	NC	LC
6. Frederick County Administrative & Supervisory Assn (FCASA)	NC	LC
7. Other Frederick County Public School-Sponsored Groups	NC	LC
8. School Athletic Officials	NC	LC
9. FFA	NC	LC

**SECOND PRIORITY - Youth Groups/Youth Activities/Youth Organizations**

<b><i>Youth Groups/Youth Activities/Youth Organizations</i></b>	<b><i>Building</i></b>	<b><i>Labor</i></b>
1. County Rec Councils - Youth Activities	AC	LC
2. Youth Athletic Associations	\$25.00 per application per school	
3. YMCA Youth Programs		
4. Boy and Girls Scouts		
5. 4-H		

**THIRD PRIORITY - Other Educational Groups**

<b><i>Other Educational Groups</i></b>	<b><i>Building</i></b>	<b><i>Labor</i></b>
1. State and other county-supported higher education	FC	LC
2. Private Schools (all grade levels)	FC	LC
3. Non-profit Nursery Schools & Early Childhood Groups	FC	LC

**FOURTH PRIORITY - Federal, State, Local Government**

<b><i>Federal, State, Local Government</i></b>	<b><i>Building</i></b>	<b><i>Labor</i></b>
1. County and City Government Agencies-includes local parks & recreation council's adult activities.	FC	LC
2. State Government Agencies	FC	LC
3. Federal Government Agencies	FC	LC
4. Red Cross, Health Department	FC	LC

**FIFTH PRIORITY - Fire & Rescue Services, Adult Cultural, Recreational and Community Groups, Charity Fundraisers, Religious Groups, Commercial (not for private gain events)**

<b><i>Fire &amp; Rescue Services, Adult Cultural, Recreational and Community Groups, Charity Fundraisers, Religious Groups, Commercial (not for private gain events)</i></b>	<b><i>Building</i></b>	<b><i>Labor</i></b>
1. Fire and Rescue Department Events	FC	LC
2. Cultural and Musical, Community Improvement, Non-profit Charities, Service Clubs, Homeowners Associations, Civic Associations, Adult Social & Recreational, PTA & Faculty-sponsored Adult Activities not limited to members of organization.	FC	LC
3. Fundraiser to benefit non-profit organization	FC	LC
4. Churches, Synagogues, Gospel Singers (non-profit), Church-sponsored athletic teams and leagues.	FC	LC
5. Dance Recitals (not to exceed 2 rehearsals)	FC	LC

\*Board of Elections State Mandated No Charge\*

**NOTE 1:** Second Priority includes youth groups and youth activities sponsored by adult groups where the participants are 18 years old or younger. Coaches, instructors, and supervisors can be adults; however, no adult participants can be included to qualify for classification in Second Priority.

**NOTE 2:** To be considered as a Second Priority, the organization must be officially recognized by the Department of Parks and Recreation as an extension of its activity and must be approved by the county or city government.

**NOTE 3:** With the exception of First Priority users, all stadium field users will be charged the fee listed in Table II. There are no fee exemptions for use of the stadium field or track.



TABLE II – Hourly Facility Charges



**FCPS Community User Group Fee Structure**

Priority Level	Application Charge \$25.00 Per Application Per School	Facility Charge a. Track Meet b. Stadium - Natural c. Stadium - Artificial d. Auxiliary Artificial Turf Field e. Pools (Hourly)	Facility Charge (Hourly)	Labor Charge Weekends Non School Days (Hourly)
1st				✓
2nd	✓	✓ (no application fee)		✓
3rd, 4th, 5th		✓	✓	✓

A		<u>Hourly Facility Charges</u>			
		Facility	Elementary	Middle	High
	a.	Track Meets	N/A	N/A	\$50.00
	b.	Stadium-Natural Turf Field	N/A	N/A	\$75.00
	c.	Stadium-Artificial Turf Field	N/A	N/A	\$100.00
	d.	Auxiliary Artificial Turf Field	N/A	N/A	\$90.00
	e.	Pools	N/A	N/A	\$70.00/\$80.00/\$90.00
	f.	Auditorium	N/A	N/A	\$75.00
	g.	Gymnasium	\$30.00	\$40.00	\$50.00
	h.	Auxiliary Gymnasium	N/A	N/A	\$30.00
	i.	Cafetorium/Cafeteria	\$10.00	\$20.00	\$30.00
	j.	Kitchen	\$15.00	\$25.00	\$35.00
	k.	Classroom	\$10.00	\$15.00	\$20.00
	l.	Media Center	\$15.00	\$25.00	\$35.00
	m.	Track Practice	N/A	N/A	\$5.00
	n.	Parking Lot Event	\$10.00	\$20.00	\$30.00
	o.	Use of Grounds/Fields	\$5.00	\$5.00	\$5.00
	p.	Tennis Courts	\$5.00 per court	\$5.00 per court	\$5.00 per court
B		<u>Hourly Labor Charges</u>			
	1.	School Personnel on Duty	\$25.00	\$25.00	\$25.00

NOTE 1:

- Parking lot fees will be assessed only for specific events held in parking lots such as flea markets.
- No fee will be assessed for vehicle parking or spectators in approved activities on Board of Education grounds or facilities.

NOTE 2:

- Artificial turf fees include all fields constructed of artificial turf, whether or not they are in a stadium.
- All user groups renting artificial turf fields must be trained by athletic director concerning use of the fields prior to use.

NOTE 3: The fee for use of FCPS Central Office Board Room will be the same as Auditorium above.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  ABC Agency  Address	CONTACT NAME: Agents Name	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED  Name/Address of Outside User Group	INSURER A : Insurance Carrier Name	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	Policy #	Current	Dates	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Retentions \$ N/A
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Board of Education of Frederick County is Additional Insured under General Liability with respect to <event>

## CERTIFICATE HOLDER

## CANCELLATION

Board of Education of Frederick County 191 South East Street Frederick, MD 21701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Signed by Agent

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<b>FREDERICK COUNTY PUBLIC SCHOOLS</b>	<b>Reg. No. 100-05</b>
<b>Subject:</b> <b>AUXILIARY CUSTODIANS</b>	<b>Issued:</b> <b>7/1/06</b>
<b>Preparing Office:</b> <b>Office of the Superintendent</b>	<b>Amended:</b> <b>1/28/08</b>

I. Policy 203

II. Procedures

A. Purpose

The purpose of this regulation is to define the use and role of auxiliary custodians. Auxiliary custodians are representatives of an outside user group that are authorized by a Frederick County Public Schools (FCPS) school principal to perform basic custodial tasks on behalf of that user group when an FCPS employee is not available to perform that function.

B. Criteria for Use of an Auxiliary Custodian

In all cases either a responsible FCPS staff member or an auxiliary custodian will be present for any outside user group program or event.

The FCPS school principal shall seek custodial support for an outside user group from (listed in order of priority):

1. Volunteers from the school principal's custodial team, or
2. An auxiliary custodian, or
3. Another member of the principal's school staff, or
4. Another FCPS employee who is acceptable to the principal.

**Note:** Any noncustodial FCPS staff member who serves in this capacity assumes all custodial responsibilities and shall be instructed in access procedures, emergency response procedures, cleanup, and related tasks. The rate of compensation shall be as provided in Regulation 100-01, Section II. A. 5. Table II – Hourly Building Charges/Rates – “Labor Charges per hour.”

Outside user groups that are given permission to use an auxiliary custodian shall not pay the labor charge as provided in Regulation 100-01.

C. School Principal Responsibilities

The school principal will determine who will provide custodial support for any outside user group activity. In the event an auxiliary custodian is assigned to a community group event, the following applies:

1. *Number of Auxiliary Custodians* – The school principal shall determine the number of auxiliary custodians that can be authorized for each outside user group.
2. *Training* – School staff shall train auxiliary custodians in the location of cleaning equipment and supplies, alarm system procedures, appropriate emergency response procedures and related information.

3. *Provisions* – The school principal shall provide an emergency contact list, one set of keys or magnetic access card, as appropriate, and a form for the auxiliary custodian to report any missing, damaged, or defective items in the facility.
4. *Meetings* – The school principal may convene meetings with auxiliary custodians to provide training and to address any outstanding issues or concerns. Auxiliary custodians are required to attend such meetings.

D. Responsibilities of an Auxiliary Custodian

1. *Supervision and Support* - Auxiliary custodians are entrusted with safeguarding FCPS facilities and fulfilling tasks related to use of the building in order to ensure safe and responsible occupancy. Basic tasks will include opening the facility, disarming the alarm system, ensuring proper behavior by the user group participants, cursory inspection and housekeeping, re-arming the alarm system, and securing the facility. The auxiliary custodian shall be present during the entire time the outside user group occupies the facility and shall provide the necessary supervision and support.
2. *Criminal Background Check* – Individuals designated as auxiliary custodians will be subject to fingerprinting for the purpose of a criminal background check. The fingerprinting shall be scheduled by the auxiliary custodian by contacting the Human Resources Division. The outside user group shall be responsible for this expense.
3. *Auxiliary Volunteer Custodian Agreement* – All auxiliary custodians shall sign an FCPS “Auxiliary Volunteer Custodian Agreement” for each school in which they are authorized to act as an auxiliary custodian. Each agreement shall be renewed annually.
4. *Cleaning* – The auxiliary custodian is responsible for cleaning any areas used by the outside user group, to the standards required by the school principal or designee.
5. *Missing, Damaged, or Defective Items* – The auxiliary custodian shall promptly report any facility defects discovered when first entering onto the facility grounds or building and immediately report any item that poses an immediate hazard using the emergency contact list. Any item not posing an immediate hazard must be recorded and subsequently submitted to the school principal or designee.
6. *Keys and Magnetic Access Cards* – Each auxiliary custodian is solely responsible for safeguarding the keys and magnetic access cards that they are provided. Lost or stolen keys and magnetic access cards shall be reported immediately to the school principal. Duplication is strictly forbidden. Keys and magnetic access cards shall not be loaned or transferred to anyone, unless trained as an auxiliary custodian and authorized by the school principal. The keys and magnetic access cards shall be returned to the school principal within seven (7) calendar days of the conclusion of the authorized use by the outside user group, as indicated on the “Application for Use of School Facilities.”

7. *Controlling Building Access* – The auxiliary custodian shall not permit any unauthorized groups or individuals to enter the building and assure that all authorized occupants vacate the property before the auxiliary custodian leaves. The auxiliary custodian shall not access the facility outside of the dates and times designated on the “Application for Use of School Facilities.”
8. *Mandatory Meetings* – Auxiliary custodians shall attend any meetings scheduled by the school principal to obtain training or discuss any issues or concerns.
9. *Fire Safety* – Auxiliary custodians shall become familiar with the location of fire extinguishers, fire alarm stations, and emergency exits. Under no circumstances shall the auxiliary custodian permit fire exits to be blocked. The auxiliary custodian shall be familiar with the procedures for safely evacuating the facility, including ensuring that occupants are properly accounted for and stationed at a sufficient distance from the facility.
10. *Other* – The facility manager may require further items particular to their facility when the “Application For Use of School Facilities” is approved, or at other times as may be appropriate.

E. Corrective Actions and Penalties for Failing to Uphold Auxiliary Custodial Duties

1. *Inadequate Cleaning* – Any cleaning that has to be performed by FCPS custodial employees to compensate for improper cleaning by an outside user group will be invoiced for the actual cleaning time based upon the premium rate as well as the cost of cleaning supplies should the situation require unusual treatment.
2. *Destruction or Theft of FCPS Property* – The outside user group shall be responsible for the repair or replacement of any property stolen or damaged during their occupancy of the facility.
3. *False Alarms (Security and Fire)* – The outside user group shall be responsible for any fines and services resulting from false alarms.
4. *Lost or Stolen Keys and Magnetic Access Cards* – The outside user group is responsible for any costs associated with lost or stolen keys and magnetic access cards. This may include the cost of re-keying a facility to re-establish adequate security.
5. *Penalties* – Violations of any of the above may result in loss of facility use privileges and/or the option to use the auxiliary custodian.

Approved:

*Original signed by*

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Linda Burgee  
Superintendent

**Frederick County Public Schools  
AUXILIARY CUSTODIAN VOLUNTEER AGREEMENT**

Frederick County Public Schools and \_\_\_\_\_ hereby agree  
(Volunteer's Name – please print)

as follows this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. In consideration of the school system's approval to allow \_\_\_\_\_  
(Organization)  
to use \_\_\_\_\_ located at \_\_\_\_\_,  
(Area of school to be used) (Name of school)  
the volunteer agrees to serve as the auxiliary custodian during the dates and times as specified on the "Application for Use of Facilities Form."
2. The auxiliary custodian will perform all such duties as may be reasonably required by Frederick County Public Schools; and in the performance of such duties, the auxiliary custodian will obey Frederick County Public Schools regulations and instructions.
3. FCPS shall not pay the auxiliary custodian for his services, the sole consideration being the permitted use of the school facility by the organization listed above.
4. The auxiliary custodian agrees to abide by the requirements listed on the attached FCPS Regulation 100-05, Section D. "Responsibilities of an Auxiliary Custodian."
5. This agreement may be terminated by the FCPS at any time upon for failure to abide by the terms and conditions outlined in this regulation.
6. The auxiliary custodian is responsible for contacting the Human Resources Division to schedule fingerprinting prior to assuming duties of the auxiliary custodian.
7. Frederick County Public Schools hereby accepts the volunteer auxiliary custodian upon the terms herein stated.

\_\_\_\_\_  
(Volunteer's Signature)

\_\_\_\_\_  
(Principal's Signature)

Volunteer Phone # \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

.....  
(To be completed by the Building Principal)

Access to building will be through \_\_\_\_\_ door.  
Key card access restricted to \_\_\_\_\_ during hours \_\_\_\_\_ to \_\_\_\_\_.

**NOTE:** Contact FCPS Supervisor of Security and Emergency Management (301-696-6808) to restrict swipe key access.

## **RFP 18MISC7**

### **BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE SERVICES**

#### **TECHNICAL PROPOSAL**

Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.

#### **I. BUSINESS STRUCTURE**

1. When was it established as a non-profit?
2. How many years has your non-profit branch (if you also have a for-profit company) been providing childcare services in Maryland?
3. If a partnership or corporation, please identify the name of each participating owner, co-owner, and/or partner.
4. List the locations of all sites currently operated (not including any current FCPS sites).
5. List current memberships in local/national child care related organizations. Also note, if applicable, any offices applicant has held (past or present) in an organization.
6. Operations:
  - a. If your program does not comply with the following schedule of operation, please identify the differences:
    - 6:30 am to 6:00 pm daily except Saturday and Sunday.
    - Six Holidays - Thanksgiving Thursday, Christmas Day, New Year's Day, Labor Day, Memorial Day, and July 4<sup>th</sup>.
    - Offers extended care during regularly scheduled partial school closings for conferences and partial or whole day closings for teacher work days, Fair Day, Election Day and other non-federal holidays.
    - Offers extended care during early school closings and or delays due to weather or other emergency.
    - Is the program closed for any week or two-week period during winter, spring or summer vacation? If so, state the specific days and reason for being closed.
  - b. Explain how your program will handle delayed openings of FCPS or early dismissals due to snow or other unanticipated emergencies, including your provisions for offering snacks/food/lunches.

Note: Schools might not provide breakfast and/or lunch on snow or 2-hour late opening days.

7. Will occasional care (e.g. drop-in) be offered during the school year and/or the summer months?  
\_\_\_\_ Yes    \_\_\_\_ No.  
If yes, please describe schedule options and include the cost for daily care.
8. Please acknowledge your agreement to our requirement that a site remain open if at least 15 students are registered for before or after care.
9. Is it your intention to consolidate multiple sites during the summer months or in the event of a snow event if you are operating in more than one school within our county? If so, describe your proposed plan.



10. What special services do you provide for students with disabilities?
11. What kind of snacks and drinks do you serve?
12. How do you handle special dietary needs of students?
13. Do you offer discounts for multiple children from one family attending your program?
14. Program Plan – Attach a schedule of activities (i.e. a sample day) and describe the overall curriculum of your program (i.e. interest centers, special activities).
15. Are field trips taken during the summer? If so, provide information about these field trips, including the methods of transporting students, range of costs, and provisions for care of students left behind at site if the Summer Success program is occurring there.
16. Parent Involvement:
  - a) Include a copy of the parent handbook or the information provided to them regarding the parent contract, payment options, collection process, financial aid opportunities and criteria, refund and deposit policies, and the discipline policy, etc.
  - b) Do you involve parents in your program (i.e. parent-child activities, special programs, parent-staff conferences, etc.)? Please explain.

## **II. QUALIFICATION AND TRAINING**

1. Do you have written position descriptions for Site Director and other site staff? If so, please include.
2. What levels of education, certifications and experience are required for each site position?
3. Do you have a staff handbook? If so, please include.
4. Do you conduct annual staff performance evaluations? If so, include the checklist or evaluation form.
5. What staff training and in-service opportunities do you provide?

## **III. LICENSING AND INSURANCE**

1. Your organization must have a non-profit tax-exempt status at the time of application to be considered. Please include a copy of the IRS 501 (c) (3) letter of determination. This is an FCPS requirement for rental of school facilities by outside user groups.
2. Can you provide insurance coverage in the limits required in the specifications?
3. Have you had any licensing violations in the past three years? If so, what were they and how they were resolved?

## **IV. LEGAL ISSUES AND FINANCIALS**

1. Has your organization ever been sued? If so, briefly explain the cause and legal finding.
2. Attach a one-page summary detailing your proposed annual budget for a program(s) for 30 or 45 students. Include rental fees, consumable items, insurance, teacher salaries/hourly rates, scholarship, etc.

## **V. VALUE ADDED SERVICES**

1. Do you provide financial assistance to families who do not receive POC or other assistance from DSS?
2. What percentage of your gross income for any given site is awarded in scholarship?
3. What qualifies a family for financial scholarship? Do you use a sliding scale based on income?
4. Are there any other forms of assistance that you offer a family?
5. Do you pledge to provide the same services to those who receive financial assistance?
6. Describe any grants for which you provide in-kind service, and the value of the in-kind service?
7. What is the total dollar amount of financial aid that you have awarded in the last 12 months broken down into school year and summer and by the number of schools that you serve?

## **VI. REFERENCES**

Attach five written references - two from principals (if operating in schools) and three from parents of students for whom child care services have been provided by your organization, preferably from multiple sites, in the last two years.

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**BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE SERVICES**

**FEE PROPOSAL**

**Assume the following conditions:**

- One child will have before and after care all school year and full day care all summer.
- 6:30 A.M. to 6:00 P.M. daily except Saturday and Sunday.
- Six Holidays - Thanksgiving Day, Christmas Day, New Year's Day, Labor Day, Memorial Day, and July 4<sup>th</sup>.
- You will offer extended care during regularly scheduled partial school closings for conferences, and partial or whole day closings for teacher workdays. Fair Day, Election Day and other non-federal holidays.
- You will offer extended care during early school closings and or delays due to weather or other emergency.
- If # A.4., 5., 6., do not apply because of the way you price your program, write N/A.

**A. School Year Care — One Child:**

- |   |                                   |
|---|-----------------------------------|
| 1) Annual Registration Fee(One time/year)                                 | \$ _____                          |
| 2) Weekly Cost for Before and After Care (Non-holiday weeks)              | \$ _____ x _____ weeks = \$ _____ |
| 3) Weekly Cost for Before and After Care (Holiday weeks)                  | \$ _____ x _____ weeks = \$ _____ |
| 4) ½ Day Closings With Extended Care Offered                              | \$ _____ x _____ days = \$ _____  |
| 5) 2 Hour Delayed Openings/Early Dismissals<br>With Extended Care Offered | \$ _____ x _____ days = \$ _____  |
| 6) Full Day School Closings With Care Offered                             | \$ _____ x _____ days = \$ _____  |

\*Total School Year Fees: \$ \_\_\_\_\_

**B. Summer Care — One Child:**

Summer Registration Fee	\$ _____
Full Time Regular Billed Weeks	\$ _____ x _____ weeks = \$ _____

\*Total Summer Fees: \$ \_\_\_\_\_

\*TOTAL ANNUALIZED COST PER CHILD \$ \_\_\_\_\_

**C. Extended Emergency Care on an Hourly Basis, outside normal hours: \$ \_\_\_\_\_/ hour**

**D. How do the above rates change for more than one child in the program:**

**SIGNATURE ACKNOWLEDGING PROPOSAL**

**Note: When submitting your bid/proposal, please use this page as a cover sheet for your proposal.**

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: \_\_\_\_\_

dba: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): \_\_\_\_\_

SIGNATURE OF ABOVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): \_\_\_\_\_

E-MAIL ADDRESS (for receiving Purchase Orders): \_\_\_\_\_

**(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)**

**ACKNOWLEDGMENT OF ADDENDA (if applicable)**

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____

**RFP 18MISC7, BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE SERVICES**

**FREDERICK COUNTY PUBLIC SCHOOLS**

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the firm of  
the organization named \_\_\_\_\_ whose address is  
(Name of Corporation)  
\_\_\_\_\_ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation

( ) Partnership

( ) Individual

( ) Other

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**RFP 18MISC7, BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE SERVICES**

**CERTIFICATION OF COMPLIANCE**

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a schools (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
  - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
  - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
  - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature\_\_\_\_\_Date\_\_\_\_\_

Print name and title of signatory\_\_\_\_\_

Print name of company\_\_\_\_\_