

Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5208 phone
301-644-5213 fax



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

RFP NUMBER/NAME: 19MISC6, Grants Evaluator for Extended Learning Opportunities

ISSUE DATE: November 8, 2018

CONTRACT MANAGER: Kim Miskell, CSBO, Assistant Purchasing Manager, kim.miskell@fcps.org

CONTRACT ADMINISTRATOR: Doreen Bass, , Grants Coordinator, School Administration and Leadership, doreen.bass@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on November 19, 2018. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

OBTAINING RFP DOCUMENTS: To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist. If you have problems downloading this bid or applicable addenda, contact: amy.beall@fcps.org

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

RFP DUE: 2:00 P.M., local time, on December 6, 2018
Faxed or emailed bids are not acceptable.

SEALED RFP 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. Do not return the following pages: cover page, table of contents, map, calendar, directory or terms and conditions.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: January 9, 2019

ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.

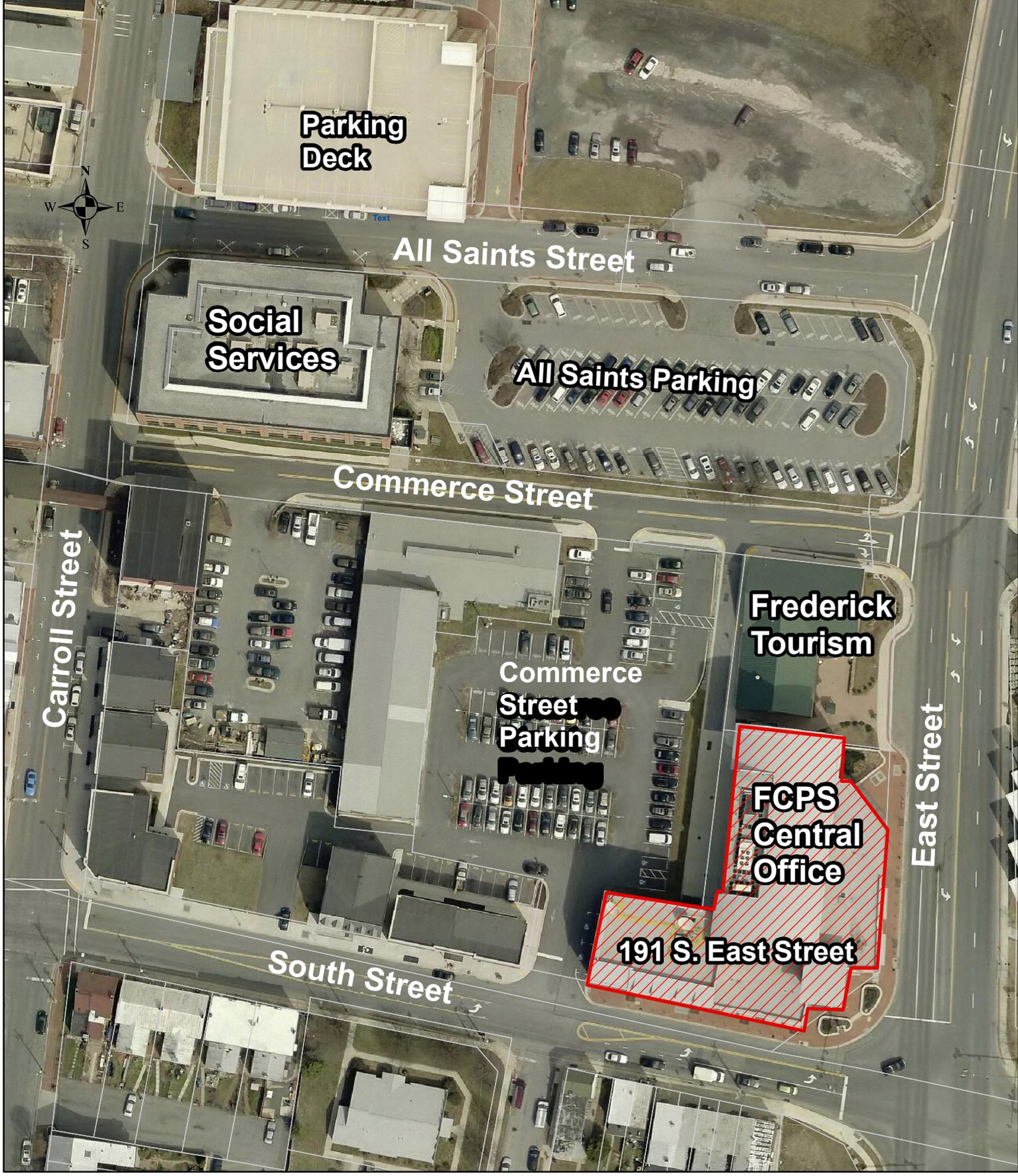
RFP 19MISC6, GRANTS EVALUATOR FOR EXTENDED LEARNING OPPORTUNITIES

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Frederick County Public Schools
191 S. East Street



Frederick County Public Schools, MD, School Year 2018-19 Calendar

August 2018

24, 27-31 Fri, Mon-Fri Teachers Report to Work: Training and Preparation

September 2018

03 Mon FCPS Closed: Labor Day

04 Tue First Day of School for Students

10 Mon Schools Closed. Rosh Hashanah.

19 Wed Schools Closed. Yom Kippur. Fair Day.

October 2018

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

November 2018

02 Fri End of Term 1

05 Mon Schools Closed for Students: Teacher Work Day

06* Tue Schools Closed for Students: Election Day

07 Wed Term 2 Begins

Wed Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

08 Thu Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

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

21 Wed 2-Hour Early Dismissal for Students: Teacher Work Session

22*-23* Thu-Fri Schools Closed: Thanksgiving Break

December 2018

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

24*-31* Mon-Mon Schools Closed: Winter Break

January 2019

01* Tue Schools Closed: New Year's Day

21* Mon Schools Closed: Dr. Martin Luther King Jr. Day

25 Fri End of Term 2

28 Mon Schools Closed for Students: Teacher Work Day

29 Tue Second Semester and Term 3 Begin

February 2019

18* Mon Schools Closed: Presidents' Day

March 2019

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

April 2019

04 Thu End of Term 3

05 Fri Schools Closed for Students: Teacher Work Day

08 Mon Term 4 Begins

18**, 19*, 22* Thu-Mon Schools Closed: Spring Break

May 2019

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

27* Mon Schools Closed: Memorial Day

June 2019

11** Tue 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session

12** Wed Last Day of School for Teachers

*State-Mandated Public Schools Holiday

**The school year will be extended if there are days closed for inclement weather or other emergencies. Subject to BOE revision, FCPS will make up days in the following sequence: April 18, June 12, 13 and 14. The June 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 McConnaughey, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Butterfly Ridge ♦♦** **240-566-0300**
Dr. Patricia Hosfelt, Principal
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301
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 ÓEithir, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
9. **Green Valley** **240-236-3400**
Dr. Giuseppe Di Monte, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
10. **Hillcrest ♦♦♦** **240-236-3200**
Mr. Karl Williams, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
11. **Kemptown** **240-236-3500**
Ms. Liz Worch, Principal
3456 Kemptown 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**
Ms. Kimberly Clifford, 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. Kimberly Seiss, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
22. **Oakdale** **240-236-3300**
Ms. Leigh Warren, 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. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
27. **Thurmont** **240-236-0900**
Grades 3-5
Ms. Debra O'Donnell, 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 at Sugarloaf ♦** **240-566-0500**
Ms. Tess Blumenthal, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
32. **Valley *** **240-236-3000**
Ms. Tracy Poquette, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
33. **Walkersville *** **240-236-1000**
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
34. **Waverley ♦♦♦** **240-236-3900**
Ms. Jan Hollenbeck, Co-Principal
Mr. Allie Watkins, Co-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
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**
Mr. David Franceschina, 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. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
59. **Urbana** **240-236-7600**
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
60. **Walkersville** **240-236-7200**
Ms. Tracey K. Kibler, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250

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



KEY

- * Pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools

FINDOUTFIRST EMAIL AND TEXTING: WWW.FCPS.ORG/FOF

Middle (continued)

- 40. **Crestwood** 240-566-9000
Mr. Neal Case, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
- 41. **Governor Thomas Johnson** 240-236-4900
Ms. Maggie Gilgallon, 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. **Monocacy** 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
Ms. Stacey Hiltner, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
- 48. **Walkersville** 240-236-4400
Mr. Frank Vetter, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401
- 49. **West Frederick** 240-236-4000
Ms. Pattie Barnes, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
- 50. **Windsor Knolls** 240-236-5000
Mr. Brian Vasquenza, 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
Dr. Camille Bell, 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. **Monocacy Valley Montessori Public Charter School *** 240-236-6100
Ms. Nancy Radkiewicz, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
- 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)

RFP 19MISC6, GRANTS EVALUATOR FOR EXTENDED LEARNING OPPORTUNITIES

GENERAL TERMS AND CONDITIONS - SECTION I

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. 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
 - 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: www.Egov.maryland.gov/BusinessExpress .
- 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 (Omitted)

8. SAMPLES (Omitted)

9. BID PRICING

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.
- c. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.

- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II.
- e. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- f. The bidder(s) are encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.
- g. If two or more particular brands, models, or makes are listed in the specifications (under Base and Alternate Bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that FCPS may require the bidder to furnish whichever is preferred by FCPS.
- h. All unit prices on items bid shall be completed on the provided proposal sheet(s). A "NO BID" or "N/A" notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- i. In case of an error in the extension of prices in the bid, the unit price shall govern.
- j. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.
- k. FCPS reserves the right to consider discounts in evaluating a bid with line item pricing requirements. The bidder should calculate all discounts, other than prompt payment, as part of their unit pricing.

10. TAXES

- a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

11. GUARANTEES AND WARRANTIES (Omitted)

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, 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

- a. FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating

agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

25. PACKAGING AND DELIVERY REQUIREMENTS (Omitted)

26. BILLING AND PAYMENT

- a. Invoices shall be submitted to:accounts.payable@FCPS.org or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS
Accounts Payable Department
191 South East Street
Frederick, MD 21701

- b. Invoices and packing slips must contain the following information:
- i. Bid Number
 - ii. Purchase Order Number
 - iii. Item Number (if applicable)
 - iv. Quantity (if applicable)
 - v. Brief Description of Item or Work Performed
 - vi. Unit Price Bid/Partial Payment Amount
 - vii. Extended Total for Each Item
 - viii. Grand Total
 - ix. Public School Construction Number (PSC) (if applicable)
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

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

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to

the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.

- b. If the awarded vendor(s) fails to provide the services, equipment, or other items required within the prescribed time limits, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- c. The awarded vendor(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- f. The assessment of liquidated damages by FCPS against the awarded vendor(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

29. SAFETY REQUIREMENTS

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor provided under the terms of this proposal, if applicable.
- f. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.
- g. The awarded vendor(s) is responsible to report to FCPS any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, they may not introduce new asbestos or asbestos bearing materials into the site.
- h. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.

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

The vendor will defend all suits or claims for infringement of any patent rights and will save the Board of Education of Frederick County harmless from loss.

32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All FCPS technology based instructional products (instructional software, online resources, and computer based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, for accessibility by students with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

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 contact 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 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)
RFP 19MISC6, GRANT EVALUATOR FOR EXTENDED LEARNING OPPORTUNITIES
SPECIFIC TERMS AND CONDITIONS - SECTION II

1. SCOPE

The purpose of this solicitation is to establish a contract with an evaluator to measure the relevance, effectiveness, and impact of grant funded extended learning opportunities. Extended learning opportunities includes but is not limited to the 21st Century Community Learning Center grant.

The evaluation will consist of process and outcome components that will assess overall program implementation and progress towards meeting benchmarks related to academic achievement and project goals. Process components will help to assess program implementation (e.g., activities, challenges, outputs, milestones and short-term results for the purpose of monitoring progress and making midcourse project corrections). Outcome components will help to measure project accomplishments and activities that lead to attainment of goals. A comprehensive evaluation will be conducted annually. A final cumulative evaluation that measures progress throughout the grant period will be conducted during the final year of the grant.

2. BACKGROUND

In November 2018, FCPS was awarded a three-year, \$1,119,970 grant from the Maryland State Department of Education to establish a 21st Century Community Learning Center program (21st CCLC) in Frederick County. The 21st CCLC grant is a federal program funded by the U.S. Department of Education. The purpose of the 21st CCLC is to create community learning centers that provide students with academic enrichment opportunities as well as additional services designed to complement their regular academic program.

In FCPS, 21st CCLC funds will be used for a center at Monocacy Middle School that will operate for five weeks during summers 2019, 2020 and 2021 and serve 50 students. A second center will be established at an elementary school that will serve 180 students from Hillcrest, Lincoln, Monocacy, North Frederick, and Waverley Elementary Schools. The elementary center will also operate for five weeks during summers 2019, 2020 and 2021. Together, the elementary and middle school sites are known as “FAST” – Fun Academics in the Summer Time.

FAST will run from 8:30 AM – 2:30 PM, Mondays – Thursdays. Breakfast and lunch will be served at no cost to students through the U.S. Department of Agriculture’s Summer Meals Program. Transportation to and from the program will be provided by the FCPS Transportation Department and paid for with 21st CCLC grant funds. At both the elementary and middle school sites, students will engage in three hours of academics each morning. This enrichment will focus on English Language Arts as well as mathematics. After lunch, students will participate in enrichment activities provided by community-based partners.

Students will be selected for the program based on several criteria: (1) they are not meeting enrolled grade level standards in reading, writing and math, or (2) they score in the “At Risk” range on Global Scholar, or (3) they are English Learners with ACCESS scores of a level 2.0 through level 3.5. Students qualifying for Free and/or Reduced Meal services will be specifically recruited and given priority to attend.

3. CONTRACT PERIOD

The initial contract term shall be effective from date of award through December 31, 2021 with one three-year renewal term effective September 1, 2022 through December 31, 2024, at the discretion of

the Board of Education. A vendor submitting a bid automatically accepts the possible renewal as a condition of award and acknowledges that all terms and conditions remain unchanged.

4. ADDITIONAL CONTRACT TERMS

- a. Federal grant dollars may not be used to subcontract any portions of the evaluation.
- b. Debarment and Suspension (Executive Orders 12549 and 12689)
A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management, in accordance with OMB guidelines at 2 DFR 180.
- c. Byrd Anti-Lobbying Amendment (31 U.S.C.1352)
Unless the bidder so declares in its proposal, bidders that apply or bid for an award exceeding \$100,000 must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. The bidder must further disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

5. PRICING

1. All hourly rates shall remain firm through the initial contract period. Hourly rates shall include all related expenses (for overhead, profit, labor, administrative fees, insurance, workmen's compensation, license fees, travel, mileage, report writing, and incidentals).
2. Price adjustments from the vendor may be considered only for the renewal term. The request is subject to approval by the Contracting Manager. The request must be submitted in writing to the Purchasing Contract Manager at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.
3. For additional extended learning opportunities received after contract award, the contract administrator, or designee, will request a lump sum quote for specific requirements of the extended learning opportunity from the awarded contractor based on the hourly rate.

6. EDUCATION AND QUALIFICATIONS

Minimum: Bachelor's Degree
Demonstrated experience in conducting qualitative and quantitative evaluations within the education field
Demonstrated experience with evaluation of federally-funded grants

Preferred: Graduate Degree in Evaluation or related field

7. DELIVERABLES

The evaluation will consist of several report deliverables:

- 1.) A timeline of evaluation activities.
- 2.) Logic Model (prepared in conjunction with FCPS staff).
- 3.) Evaluation Matrix (prepared in conjunction with FCPS staff).
- 4.) Interim quarterly progress reports due to MSDE (prepared in conjunction with FCPS staff).

- 5.) One annual evaluation report summarizing project progress and findings. The primary purpose of the annual progress report is to notify FCPS and key stakeholders about project implementation, accomplishments to date, and progress toward meeting stated goals and objectives. The report will also include conclusions and recommendations.
- 6.) A final cumulative evaluation report summarizing project progress, findings, and recommendations. The final evaluation report will provide evidence about the project's attainment of goals and expected outcomes, major findings, and relevant conclusions and recommendations, including sustainability plans.

8. EVALUATOR(S) RESPONSIBILITIES

- a. The external evaluator will be responsible for the following evaluation tasks:
 - 1.) Developing an understanding of the project objectives.
 - 2.) Reviewing/refining evaluation questions, as needed.
 - 3.) Developing a Logic Model and Evaluation Matrix to guide evaluation activities.
 - 4.) Developing an evaluation plan to include, but not limited to: (a) evaluation goals, (b) key evaluation questions, (c) key evaluation stakeholders, (d) process and outcome measures, (e) data collection and analysis, (f) data confidentiality and storage procedures, (g) deliverables, and (h) estimated timeline.
 - 5.) Identifying and/or designing data collection tools and relevant sources.
 - 6.) Implementing additional data collection procedures, e.g., surveys, interviews/focus groups, and observations.
 - 7.) Analyzing data and disseminate evaluation findings via progress reports, evaluation reports, and presentations to key stakeholders.
- b. Additional requirements of the evaluation are:
 - 1.) FCPS will be included as an active participant in all aspects of planning and implementing evaluation activities. This will include providing feedback on the appropriateness and relevance of data collection tools.
 - 2.) FCPS will maintain open communication between staff, clients, and the evaluator(s).

9. DISSEMINATION OF RESULTS

FCPS will disseminate the evaluation results three ways:

- 1.) Annually, the evaluator, FAST project director and other key stakeholders will present a summary report to the Board of Education of Frederick County. The report will highlight major findings and recommendations.
- 2.) To a joint meeting of all partnership organizations.
- 3.) A summary of key evaluation findings will be published on the FCPS website.

- 4.) In accordance with FCPS regulations and evaluation contractual agreements, the evaluator and other key stakeholders may present overall findings at related local and national conferences.

10. 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 Cost proposals will be submitted in separate envelopes.
- c. Technical Proposal:
- i. The following will be submitted in a sealed envelope, properly labeled on the outside with the bidder's name, bid# and "TECHNICAL PROPOSAL".
 - One (1) Original
 - One (3) Copies
 - One (1) Electronic Version (USB Flash Drive)
 - ii. The Technical Proposal will include the following forms completed:
 - Signature Page
 - Statutory Affidavit and Non-Collusion Certification
 - Certification of Compliance
 - Technical Questionnaire
 - Financial Questionnaire
 - Supporting documents
- d. Cost Proposal:
- i. The following will be submitted in a sealed envelope, properly labeled on the outside with the bidder's name, bid # and "COST Proposal".
 - One (1) Original
 - One (3) Copies
 - ii. The cost proposal will include an itemization of all costs associated with developing and implementing the evaluation plan.
 - iii. All costs are to be included in this cost proposal.

11. 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. Sixty total points will be assigned for the technical proposal as follows:
- Formal education and experience of evaluation staff (15 points)
 - Expertise and experience evaluating federal education grants (10 points)
 - Description of evaluation strategy including conceptual framework and methodologies for data collection and analysis (10 points)

- Completeness of response (10 points)
 - General Liability, Professional Liability, Automobile Liability and Worker's Compensation Insurance (if applicable) (5 points)
 - References of at least four clients of projects with similar scope and size (10 points)
- d. 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 materials or services. There may be an approved supplier list to which a qualified supplier is then added.
 - e. 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.
 - f. If not approved, the supplier will not be considered further in price evaluations.
 - g. If approved, cost proposals will be evaluated on a weighted basis. Forty (40) total points will be awarded with the maximum points given for the lowest overall calculated costs.
 - h. Final ranking will be made based on the criteria listed above.
 - i. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned or deducted.

12. VENDOR PERFORMANCE EVALUATION (Modified)

- a. The contract manager and administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance, which may arise throughout the contract term, shall be brought to the attention of the contract manager as they occur.
- b. Where performance specifications have been identified in the bidding document, the contract administrator shall utilize these and other professional standards as the basis of determining contract compliance.
- c. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- d. Issues of noncompliance will be handled on a case-by-case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

13. INSURANCE (Modified)

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

- a. Worker's Compensation
The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws.

b. Employers' Liability Insurance (May Not Apply)

The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

c. Commercial General Liability Insurance (Limits May Vary)

The vendor will procure and maintain, during the life of the contract, Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy. (Not Applicable)

Completed operations liability coverage shall be in force for one year after completion of work. (Not Applicable)

d. Professional Liability Insurance (Added for this Contract)

The vendor will procure and maintain, during the life of the contract, Professional Liability Insurance with at least the following limits:

Per Occurrence \$1,000,000
Aggregate Limit \$3,000,000

e. Scope of Insurance and Special Hazards (Not Applicable)

f. Comprehensive Automobile Liability (Limits May Vary)

The vendor shall maintain Comprehensive Automobile Liability Insurance including all automotive equipment owned, non-owned and hired, operated, rented, or leased. Minimum limits of Automobile Liability Insurance shall be:

Bodily Injury	\$1,000,000 per person/\$1,000,000 accident
Property Damage	\$1,000,000 each occurrence, or
Combined Single Limit Bodily Injury and Property Damage Liability	\$1,000,000

g. Subcontractor's Insurance (Not Applicable)

h. Builder's Insurance (Not Applicable)

i. Proof of Carriage of Insurance (Contact Your Insurance Carrier To Provide A "Certificate Of Insurance"

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty days written notice has been received by FCPS."

j. Additional Insured

The Owner, Board of Education of Frederick County shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

RFP 19MISC6, GRANT EVALUATOR FOR EXTENDED LEARNING OPPORTUNITIES

TECHNICAL QUESTIONNAIRE

This form or a facsimile thereof must be completed in its entirety and the requested documents submitted accordingly. Additional sheets may be included for lengthy responses but the question or line item number must be used as reference. Extraneous marketing materials are not to be submitted because this will slow down the evaluation process and result in a deduction of points.

I. EDUCATION AND EXPERIENCE OF EVALUATION STAFF

1. Are you submitting this proposal on behalf of yourself as an individual evaluator or as a team?
2. If a team, submit the names of ALL team members and their proposed roles in the evaluation process.
3. Acknowledge that no portion of this contract will be sub-contracted.
4. Acknowledge that you/your company are not on the System for Award Management (SAM) Exclusion List of the General Services Administration (GSA).
5. Acknowledge that you have not used Federal funds or non-Federal funds to influence the outcome of any Federal grant or award covered by U.S.C.1352.

II. EXPERTISE AND EXPERIENCE EVALUATING FEDERAL EDUCATION GRANTS

1. Submit a resume or curriculum vitae, evidencing education and work history, for you and/or each member of the team.
2. List the credentials and certifications that you and/or each team member hold.
3. List any special skills that distinguish you and/or your team from other consultants.
4. Describe in detail your and/or your team members' experience in conducting qualitative and quantitative evaluations within the education field.
5. Describe your experience evaluating federally funded grants.

III. EVALUATION STRATEGY

1. Describe your conceptual framework for conducting an evaluation of a multi-year, multi-site, out-of-school time educational program.
2. Describe your methodology for data collection and analysis.

IV. INSURANCE--Submit a certificate of insurance (COI) from the insurance company(s) evidencing the types and amounts of requested coverage.

V. EXCEPTIONS OR DEVIATIONS - The bidder must declare any deviations from or exceptions to the terms and conditions stated in this federally funded procurement. If none, state "None".

VI. REFERENCES: Our objective is to validate your work experience.

1. Have you performed any contractual work with FCPS in the last five years? If so, briefly describe the services provided and year in which they were performed.
2. Provide additional references for four non-FCPS clients during the last five years. References are preferred for non-profit agencies or school systems and within the State of Maryland. If no clients are in Maryland, list clients for whom you have performed a federally-funded education evaluation. FCPS will contact them as references.

#1 Customer Name: _____ City/State: _____
Name of Contact: _____ Title: _____
Email Address: _____ Phone: _____
Services Provided: _____

#2 Customer Name: _____ City/State: _____
Name of Contact: _____ Title: _____
Email Address: _____ Phone: _____
Services Provided: _____

#3 Customer Name: _____ City/State: _____
Name of Contact: _____ Title: _____
Email Address: _____ Phone: _____
Services Provided: _____

#4 Customer Name: _____ City/State: _____
Name of Contact: _____ Title: _____
Email Address: _____ Phone: _____
Services Provided: _____

PROJECT NARRATIVE

1. EXTENT OF NEED

Population growth and an economy that has not yet fully recovered from the Great Recession have resulted in a scarcity of services in the City of Frederick for children, youth and families, particularly those facing multiple risks and adversities. Scarce services include access to summer learning opportunities; quality, affordable youth development programs; health insurance; and access to consistent, nutritious meals during the summer. Based on an analysis of student performance data and an assessment of family and community needs, Frederick County Public Schools (FCPS) has determined that summer academic instruction, enrichment and recreation activities, and access to health insurance and nutritious meals are needed for students attending six high poverty schools in the City of Frederick: Hillcrest, Lincoln, Monocacy, North Frederick, and Waverley Elementary Schools, and Monocacy Middle School.

Children living in poverty and English Learners often regress academically over the long summer months with little to no exposure to academic content or academic language. They also struggle due to lack of healthy foods and consistent meals. These characteristics make them vulnerable to summer learning loss as well as a lack of progression in academic skills during the school year. The proposed project, Fun Academics in the Summer Time (FAST), will cultivate an academic environment within which students in grades 2-8 at the targeted schools can practice literacy and math skills in response to enriching activities and opportunities. We will provide tiered, standards-based, integrated literacy and math instruction through a variety of experiences during five weeks (20 days) in the summer for these vulnerable populations. We will provide transportation as well as healthy meals during our time with these students, thereby reducing their affective filter, increasing their capacity to learn, and removing obstacles that may hinder them from joining us for the summer learning experience. The proposed project will reduce summer learning loss and set up these students for success in the upcoming school year.

The Communities: High Poverty

While Frederick County and the City of Frederick are generally considered affluent areas of Maryland, pockets of poverty exist – and the six targeted schools are located in the midst of these pockets. As shown below in Table 1, the median income level in the five school communities (Monocacy ES and Monocacy MS are considered one community, per census tract data) is far below that of the state, county, and City of Frederick. More disturbing is that in the five school communities, the percent of families with children under 18 who live below the poverty level exceeds that of their peers in the city, county, and state.

Table 1: Income and Poverty Comparison		
	Median Income (2016)	Percent of Families with Children Under 18 Below Poverty Level (2016)
State of Maryland	\$78,945	13.3%
Frederick County	\$90,043	8.3%
City of Frederick	\$66,205	17.5%
Hillcrest Community	\$46,705	19.08%
Lincoln Community	\$52,281	20.37%
Monocacy Community	\$47,692	17.73%
North Frederick Community	\$48,750	20.37%
Waverley Community	\$42,750	19.05%

Source: Census Tract Data, <https://www.policymap.com/maps>

The Communities: High Concentration of Immigrants

The City of Frederick is home to a growing number of immigrant families. In 2010, 10.6% of Frederick city residents were foreign born; in 2015, 17.3% were foreign born.¹ In the five school communities, 32% of residents are foreign born.² The majority of that growth has been among Hispanics, with the city’s Hispanic population growing by 271% over the last decade.³

Frederick officials estimate that the majority of Hispanic immigrants are undocumented (Lavin, 2017). According to a report by the Migration Policy Institute, 75% of children with unauthorized immigrant parents live in poverty (Capps, 2016). There is little evidence that these families make economic gains over time, a trend that

¹ U.S. Census Bureau, QuickFacts (<http://quickfacts.census.gov>)
² U.S. Census Tract Data (<https://www.policymap.com/maps>)
³ U.S. Census Bureau, QuickFacts (<http://quickfacts.census.gov>)

differs sharply from U.S. children in general (Ibid.). The report suggests that the lack of advancement into higher-paying jobs stems from parents' unauthorized illegal status, parental lack of a formal education, and illiteracy both in English and in their native language (Carnock, 2016).

The Schools

Since 2011, the six targeted schools have experienced changing demographics. Table 2, below, details increases over time. Hispanic and English Learner (EL) enrollments have increased at rates higher than the county and the state. In addition, students in poverty (those receiving Free and/or Reduced Meals) have increased significantly more than FCPS and the state. All five of the targeted elementary schools operate schoolwide Title I programs (FCPS operates Title I programs only at the elementary level).

	Hispanic	English Learners	Free/Reduced Meals
Maryland	48	38	4
FCPS	35	16	15
Hillcrest ES	55	25	44
Lincoln ES	118	53	38
Monocacy ES	48	13	29
North Frederick ES	98	22	23
Waverley ES	49	43	34
Monocacy MS	52	59	33

Source: 2017 State-Reported Student Data (<http://mdreportcard.org>)

The demographics of the six schools show that they are high need based on the multiple challenges facing students and their families – poverty, limited English speaking ability, and undocumented immigration status. Undocumented parents often avoid accessing resources that could help their child’s development, e.g., housing and food (Carnock, 2016). Compared to legal-status parents, undocumented parents experience more exploitative work conditions, including long hours and inadequate pay (Ibid.). These conditions can result in parental stress and economic hardship, thus impacting student achievement.

	Maryland	FCPS	Hillcrest ES	Lincoln ES	Monocacy ES	North Frederick	Waverley ES	Monocacy MS
American Indian/Alaskan	.3	.3	*	*	*	*	*	*
Asian	6.4	5.3	6.8	3.8	3.1	6.1	6.5	5.2
African American	34.0	11.9	17.4	37.6	3.0	19.8	19.5	23.6
Hispanic/Latino	16.4	15.4	67.4	33.6	26.1	26.8	60.5	30.8
Hawaiian/Pacific Islander	.2	.2	*	*	*	*	*	*
White	38.1	61.8	4.8	19.4	31.7	37.2	8.7	35.3
2 or More Races	4.4	4.9	3.0	4.4	7.5	6.5	4.0	4.4
Free/Reduced Meals	43.1	27.8	91.4	75.4	57.6	51.3	83.2	46.1
English Learners	8.5	4.4	53.2	21.9	16.1	11.3	82.9	12.3
Special Education	24.1	10.3	9.2	11.7	9.8	7.0	10.4	12.0
Total Enrollment	886,221	41,317	979	603	596	685	638	736

*Indicates no students or fewer than 10 students in category or percentage for that category is either equal to or less than 5% or equal to or greater than 95%.

Source: 2017 State-Reported Student Data (<http://mdreportcard.org>)

Student achievement data from the spring 2017 administration of the Partnership for Assessment of Readiness for College and Careers (PARCC) demonstrates that the six targeted schools experience challenges. In a review of the 2017 PARCC proficiency data (scores of 4 or 5) in both English Language Arts (ELA) and Mathematics, we find that:

- All six schools have an achievement gap between “All” students and students qualifying for Free and/or Reduced Meals (FARM) and English Learners (ELs) in both ELA and math.
- Hillcrest, Waverley, Lincoln, and Monocacy Elementary are the lowest performing elementary schools on PARCC in FCPS in both ELA and math.
- For “All FCPS Middle Schools,” the overall proficiency on the ELA assessment was 50.2%; Monocacy Middle’s proficiency lagged significantly behind at 37.7%
- On the Math PARCC, Monocacy Elementary, Waverley, Lincoln, and Hillcrest all underperformed FCPS system proficiency.
- On the Math PARCC, Monocacy Middle had the lowest proficiency rate for all FCPS middle schools.

In a gap analysis of PARCC data, we find that FARM and EL students at the six schools were lagging behind “All” students. In Tables 4 and 5, the gap represents the difference in the percentage of students scoring in the proficient range (scores of 4 or 5) on PARCC between “All” students and the FARM and EL student groups. Table 4

demonstrates that the achievement gap in math has narrowed between “All” and “FARM” students at Hillcrest, Lincoln, and Waverley; however, that gap persists and is egregious between “All” and “EL” students at all six schools.

	% All Students Proficient*	% FARM Students Proficient*	% Gap Between “All” and “FARM”	% EL Students Proficient	% Gap Between “All” and “EL”
Hillcrest	22.5	21.4	1.1	7.6	14.9
Lincoln	27.8	23.8	4	2.9	24.9
Monocacy ES	35.9	24.8	11.1	4.8	31.1
North Frederick	50.3	36.2	15	11.8	38.5
Waverley	20.2	16.6	3.6	6	16.6
Monocacy MS	37.8	19.1	18.7	0	37.8

*Proficient is a score of 4 or 5.

Source: RADAR (FCPS systemic database)

The gap analysis in ELA (Table 5) shows similar results – progress made toward reducing the gap between “All” and “FARM” students at three of the schools, but significant work remaining to reduce the gap at the other three schools. And as in math, significant gaps exist between “All” students and “EL” students in performance on the ELA PARRC.

	% All Students Proficient	% FARM Students Proficient	% Gap Between “All” and “FARM”	% EL Students Proficient	% Gap Between “All” and “EL”
Hillcrest	24.9	23.8	1.1	4.9	20.0
Lincoln	26.9	24.6	2.3	0	26.9
Monocacy ES	34.3	25.5	8.8	4.8	29.5
North Frederick	54.2	40.8	13.4	0	54.2
Waverley	24.5	22.7	1.8	6.0	18.5
Monocacy MS	37.8	19.1	18.7	0	37.8

*Proficient is a score of 4 or 5.

Source: RADAR (FCPS systemic database)

While poverty negatively impacts all children, it is distinctly so for English Learners. Learning a new language is hard enough; learning a new language while growing up in poverty is even harder. Family income levels impact linguistic development long before a child’s first day at school (Carnock, 2016.). By age three, there is already a vocabulary gap between children in high- and low-income families that impacts later academic outcomes (Hart, 2003). For ELs from low-income families,

word gaps can be even greater if parents have less vocabulary in *both* English and their home language (Carnock, 2016).

The Need: Increasing Summer Enrichment for Youth & Health Care Access

In 2016, the Frederick County Local Management Board conducted a community wide needs assessment. In its report, it was found that more appealing, affordable, and quality summer activities were needed for Frederick County children and youth. During focus group discussions, parents and local experts determined that these activities were important to counter gang influences. In a general community survey, lack of afterschool and summer programs, activities, and supervision was identified as the #1 problem for children ages 6-12. Lack of health insurance was also found to be one of the top five problems facing this population (Frederick County Office for Children and Families, 2016).

Census tract data supports the need for linkages to health insurance. In the Lincoln census tract, 27% of residents have no health insurance; 24% in Hillcrest have no health insurance; 19% in the Monocacy census tract; 17% in North Frederick; and 20% in Waverley. By comparison, only 5.5% of Frederick County residents are without health insurance, and 7% of Maryland's residents have no health insurance.⁴

2. PROJECT DESIGN

Through the creation and implementation of Fun Academics in the Summer Time (FAST), FCPS will address the identified needs of increasing student achievement among students in poverty and English Learners; providing an appealing, affordable, and quality summer program; and linking students with health insurance. FAST will serve a total of 230 students from the six targeted schools: 60 from Hillcrest; 30 each from Lincoln, Monocacy Elementary, North Frederick, and Waverley; and 50 from Monocacy Middle.

FAST will run for five weeks beginning the week after the Fourth of July. Because FCPS schools and Central Offices are closed on Fridays during the summer, the

⁴ U.S. Census Tract Data, <https://www.policymap.com/maps>

program will operate Monday - Thursday and run for a total of 20 days. FAST will operate from 8:30 AM to 2:30 PM each day the program is in session.

The program will operate at two sites. The elementary program will be housed at Lincoln Elementary School and will serve students in rising 2nd – 5th grades. The middle school program will be housed at Monocacy Middle School and will serve rising 6th – 8th grade students.

From summer 2014 – summer 2017, FCPS operated a 21st Century Community Learning Center summer program that served four elementary schools and 150 students. We found that combining the schools into one site allowed for a synergy of services and significant collaboration between teachers and students from the various schools. Parents lacking transportation were shuttled to the host site for family engagement events by a partner organization. When planning for the proposed FAST program, principals of the participating schools requested that we again have the elementary program run at one site. Lincoln Elementary, which opened in 2012 with a bevy of technology and green space, volunteered to host FAST. That partner (YMCA) will again shuttle families, as needed, to Lincoln for parent engagement activities.

Student Selection: Students will be targeted for participation in this program based on several criteria: (1) they are not meeting enrolled grade level standards in reading, writing and math, or (2) they score in the “At Risk” range on Global Scholar ⁵, or (3) they are English Learners with ACCESS ⁶ scores of a level 2.0 through level 3.5. Students qualifying for FARM services will be specifically recruited and given priority to attend. Selection for FAST participation will occur at the school level based upon the stated criteria. Invitations will be extended by each school in March, with the FAST Principal and FAST Community Liaison following up with individual telephone calls and one-on-one meetings. All information will be disseminated to families in English and Spanish.

⁵ Global Scholar is a web-based, computer-adaptive test published by Scantron Corp. that is used by FCPS for local assessment purposes and for monitoring each student's academic growth over time.

⁶ English Learners take a state-mandated comprehensive language exam called ACCESS each year to determine their language proficiency levels in Reading, Writing, Listening, and Speaking. Language levels range from a 1.0 to a 6.0. Students exit EL services when they have an overall proficiency level of 4.5 or higher.

A “FAST” Day: Students at Lincoln Elementary and Monocacy Middle will arrive by 8:30 AM via FCPS bus or parent transportation. Students will be greeted at each schools’ front entrance by YMCA staff and proceed to the cafeteria for breakfast. Breakfast will be supervised by YMCA staff. Breakfast will be provided by the FCPS Food Services Division through the U.S. Department of Agriculture’s Summer Food Service program. YMCA staff will take attendance and provide a list of absent students to the FAST Community Liaison. The Community Liaison will be responsible for calling parents immediately to check on the students’ availability to attend that day. FCPS requires that Community Liaisons’ be insured to drive and can thus transport students from home to the program as needed.

YMCA staff will escort students to their classrooms to receive three hours of ELA and math instruction by teachers from their home schools from 9:00 AM to Noon. At the conclusion of the morning’s academic component, YMCA staff will escort students to the schools’ cafeteria for lunch provided by the Summer Food Service program.

From 12:30 PM – 2:00 PM, FAST students will participate in various enrichment and recreational activities provided by the YMCA and Teamlink, our community-based partners. Two different activities will be offered by our partners during the 90-minute enrichment block. Enrichment activities run by the YMCA include a series of “clubs” that students opt into; specific club activities will be tailored for appropriate age groups. Clubs will include –

- A cooking club that supports instruction in reading, math, nutrition, and higher order thinking skills through menu planning.
- A dance club, led by a YMCA dance instructor, that supports movement and exercise and focuses on student creativity.
- A sports club, led by YMCA coaches, that promotes exercise and allows students to participate in a variety of individual and team sports (e.g., basketball, soccer, lacrosse, flag football, golf).
- A visual and performing arts club that builds skills, understanding, and enjoyment of the arts of part of students’ personal life.

- A student service-learning club, where students select, plan, implement, and reflect upon a student service-learning project.

Teamlink will provide programming focused on youth development and engagement, resiliency, and character education and formation. It does this through highly experiential activities that focus on the below desired outcomes, each of which contribute to positive changes in student behavior:

- Verbal communication skills
- Personal responsibility
- The role of peer pressure on individual choice
- Concept and awareness of self
- Concept and awareness of self and group needs, challenges, and solutions
- Decision making
- Personal and group accountability
- Conflict resolution
- Personal and group trust and support
- Leadership

A key component of Teamlink's experiential activities is providing challenges that require student cooperation to complete a team-based task. For example, with middle school students, Teamlink uses as an activity called Relapse River that helps students resist substance abuse. In this activity a large area, over ten feet long and four feet wide on the ground or floor, is delineated by ropes. The area is strewn with items representing liquor bottles, cigarette packs, baggies of drugs, etc. Students pair up as teams, one blindfolded, the other one not. The blindfolded student, who are spotted by Teamlink counselors, traverses the length of Relapse River with only the voice of his or her teammate for guidance. The non-blindfolded teammate cannot touch his or her teammate in the river. To make it more like real life, several teams traverse at the same time, so there are competing voices. All students have a turn as guide and blindfolded person. Students who are averse to wearing a blindfold can close his or her eyes. Teamlink counselors then lead students in reflection, asking questions, such as:

- Was your guide encouraging you when you made a mistake? Or did he or she get upset?
- When you're hanging out, are there different people telling you to do different things?
- How do you figure out which of these people to listen to? Who are the people that really care about you and how do you know?
- What did you learn today that could help you find and listen to those caring voices?

From 2:00 PM – 2:30 PM, students will engage in a daily reflection activity and prepare for dismissal. Students will be dismissed at 2:30 PM, with transportation home provided by FCPS buses or parents. YMCA staff will supervise dismissal, including bus loading and parent sign out of students.

An essential component of the FAST program will be educational experiences in the form of field trips. The trips will be selected so they relate to curricular standards and literacy goals that occur during FAST's academic component. Part of the writing curriculum that students are required to take part in during the school year asks them to come up with ideas from their own personal set of experiences. The curriculum calls these "seed ideas." Many of our students in poverty do not have a variety of experiences to draw from, thus leaving them at a deficit when they need to write. The field trips will also be chosen to broaden the background knowledge and positively impact the overall learning experiences of children who live in poverty. Examples of field trip destinations are South Mountain Creamery to see how local dairy cows produce goods that are sold to the community or Pryor's Orchard to pick fruit, observe the growth cycles of plants, and learn the importance on an environmentally healthy world.

Field trips will occur on Tuesdays. FCPS buses will depart from the two FAST sites at 10:00 AM (thus assuring one hour of uninterrupted instruction) and return at 2:00 PM. Students will bring bagged lunches as provided by FCPS Food Services. Teachers working in the academic component of the FAST program will monitor field trips to ensure that curricular connections are made and reinforced on Wednesdays and Thursdays during the FAST academic component. The FAST Principal will be responsible for collecting permission forms and ensuring that the proper medical

supplies are present. The FAST Principal will also make field trip arrangements and serve as the point of contact for the destination coordinators.

“Field Trip Tuesdays” will offer an opportunity to motivate students to appreciate and understand classroom concepts, increase their knowledge foundation, and promote further learning and higher level thinking strategies. Research shows that field trips can:

- Expose students to new experiences and increase interest and engagement regardless of prior interest in a topic (Plutino, 2016), and
- Result in affective gains such as more positive feelings toward a topic (Nadelson & Jordan, 2012).

Table 6: A Day in the Life of FAST
Arrival (8:30 AM) – Students arrive by FCPS bus or parent drop off.
Breakfast (8:30 – 9:00 AM) – Students eat breakfast in the school cafeteria supervised by the YMCA.
Language Arts Instruction (9 – 10:30 AM) – Reading instruction provided by FCPS teachers from the students’ schools.
Movement Break (10:30 – 10:45 AM) – Students and teachers take a 15-minute movement break.
Math Instruction (10:45 AM – 12:00 PM) – Math instruction provided by FCPS teachers from the students’ school.
Lunch (12:00 – 12:30 PM) – YMCA staff supervise students during lunchtime in the school cafeteria.
Enrichment Activities (12:30 - 2:00 P.M.) – Two different enrichment activities offered by our community-based partners.
Decompression Time (2 – 2:30 PM) – Students will engage in a daily reflection activity and prepare for dismissal.
Dismissal (2:30 PM) – Students transported home by FCPS buses or picked-up by parents.

Student and Staff Engagement. The FAST day will foster highly engaging social settings and environments that will maintain student attendance and participation and promote a positive attitude about the program.

Throughout the FAST day, students will be actively and productively engaged through lessons, activities, interactions, and materials that will not only peak their curiosity but push them to grow their literacy and math skills, as well as their resiliency and relationship-building skills. Students will participate in weekly field trips that directly connect to the activities and interactions they have during their time on site at FAST.

Staff will provide rich, creative instruction that keep students engaged in the learning experience. Staff will plan and execute well-written lessons using research-

validated strategies and resources (*Leveled Literacy Intervention* and *Math Navigator*). They will consistently connect their lessons to common core standards. They will play an active role in building relationships with students, thereby making students feel safer taking academic risks in the classroom.

During enrichment, students will be engaged through their ability to opt into the activity of their choice. Student voice and choice plays a significant role in driving engagement. Enrichment will be designed to promote enjoyment, satisfaction, busyness, and connections with caring adults as well as with peers. Staff will be equally engaged during enrichment by designing and implementing creative experiences for students.

Program Frequency and Duration: FAST will run for five weeks beginning the week after the Fourth of July. Because FCPS schools and Central Offices are closed on Fridays during the summer, the program will operate Monday - Thursday and run for a total of 20 days. FAST will operate from 8:30 AM to 2:30 PM each day the program is in session.

PROGRAM FREQUENCY & DURATION

15 days onsite * 6 hours/day = 90 hours

Field Trip Tuesdays: 5 days onsite * 1.5 hours/day = 7.5 hours

Total Onsite Programming: 97.5 hours

Total FAST Programming: 6 hours/day * 20 days = 120 hours

Minimum required programming for summer-only programs: No less than 80 hours to include onsite academic and enrichment programming for at least 32 hours on the calendar.

Reinforcing and Complementing the Regular Academic Program:

Throughout the regular school year, students are required to take academic risks and interact with standards-based content on a regular basis. The FAST program will allow vulnerable students the opportunity to learn in a safe, small group environment in which they can grow academically. They will feel more comfortable taking risks in their learning, which will further develop their literacy and math skills.

Teachers, FAST Principals, and Community Liaisons working in FAST will be from the participating schools. Hillcrest teachers will work with Hillcrest students,

Lincoln teachers with Lincoln students, etc. The teachers will most likely know their FAST students and continue to build on relationships with students. Recruiting and hiring staff only from the participating schools guarantees regular communication between the program and school staff; in fact, *academic program staff is school staff*.

The interventions selected for use in FAST have been approved by FCPS for use in extended learning environments. These programs were selected by FCPS curriculum specialists because they are aligned to the FCPS Essential Curriculum, which in turn is aligned to Maryland’s College and Career Readiness Standards.

Literacy Development of Families: Parents and guardians of participating students will be invited to engage in a weekly three-hour English as a Second Language (ESL) class at Lincoln Elementary and offered by Frederick Community College (FCC). Note that FCC is not a partner in this application; if this project is funded, FCC will be a vendor. The class will provide instruction on beginning listening and speaking in English and will focus on conversational skills at home, school, work, and in the community. Transportation to Lincoln Elementary will be provided, as necessary, by the YMCA. This activity is linked directly to Objective 2.3 (Exhibit 5): By September 2021, 60% of adult family members of FAST students will participate in ESL classes offered through the program.

Table 6: Evidence of Effectiveness of Proposed Strategies/Activities
Evidence-Based Strategy I: Students will use Fountas & Pinnell’s <i>Leveled Literacy Intervention</i> (Heinemann Publishing) for reteaching and acceleration in reading. LLI is a short-term, small-group, supplementary intervention designed for students who find reading and writing difficult. The intervention provides explicit instruction in phonological awareness, fluency, vocabulary, reading comprehension, oral language skills, and writing. Built into LLI is a daily assessment used to monitor student progress and adjust instruction as needed.
Effectiveness: <i>What Works Clearinghouse</i> found that LLI had positive effects on general reading achievement for elementary-level students in poverty and English Learners. The extent of the available evidence is medium to large. An independent study of middle school implementation found that students who received the intervention outperformed the control group by several benchmark levels (Kaldon, 2013).
Need Addressed: Gaps in proficiency on the English Language Arts PARCC between students in poverty and “All” students and English Learners and “All” students.
Activity 1: On Mondays, Wednesdays, and Thursdays, students will participate in a 90-minute, uninterrupted block of reading instruction delivered by FCPS certificated teachers from their home schools.
Evidence-Based Strategy II: Students will use <i>Math Navigator Common Core</i> (Pearson Publishing) for reconstruction and acceleration in mathematics. Math Navigator is a modular intervention program that targets specific gaps and misconceptions students have about mathematics. It is a supplemental intervention and is not designed as a core instructional program. Math Navigator modules provide intensive, highly directed instruction to correct student misconceptions and enable them to rebuild a solid conceptual

<p>foundation. The program is designed to help teachers identify and remediate student misconceptions. Modules include a pre-test and post-test.</p>
<p>Effectiveness: In a study of 583 students in two urban, high poverty elementary schools, the use of <i>Math Navigator</i> was found to increase pre- and post-test results by 18 points (Wang, 2011). <i>Math Navigator</i> was used as an intervention in a summer 21st CCLC program serving 120 students where the majority of participants were Hispanic and received FARM and EL services. An evaluation of the program found that 81% of participants improved in math (Solomon, 2017).</p>
<p>Need Addressed: Gaps in proficiency on the Mathematics PARCC between students in poverty and “All” students and English Learners and “All” students.</p>
<p>Activity 2: On Mondays, Wednesdays, and Thursdays students will participate in a 75-minute, uninterrupted block of math instruction delivered by FCPS certificated teachers from their home schools.</p>
<p>Evidence-Based Strategy III: Provide students with weekly, experiential learning opportunities</p>
<p>Effectiveness: In a meta-analysis study, Behrendt and Franklin (2014) synthesized multiple research articles that explain the importance of field trips to student education. They found that experiential opportunities keep students engaged and create authentic learning experiences regardless of content area. Students’ interactions in different settings allow them to create personally relevant meaning and assimilate and accommodate new understanding and cognition.</p>
<p>Need Addressed: Gaps in proficiency on the English Language Arts and Mathematics PARCC between students in poverty and “All” students and English Learners and “All” students.</p>
<p>Activity 3: One field trip a week to local places that will support learning that takes place in the classroom.</p>
<p>Evidence-Based Strategy IV: Provide an engaging enrichment program in a safe and nurturing environment that allows students to connect with caring adults and fully participate in activities that promote learning, self-confidence and resilience.</p>
<p>Effectiveness: Providing quality programs and activities in a safe and nurturing environment is at the heart of effective summer learning opportunities. To be effective, these programs must incorporate a variety of fun and engaging activities and collaborate with community groups in programming (Harvard Family Research Project, 2006).</p>
<p>Need Addressed: Appealing, affordable, quality summer programs.</p>
<p>Activity 4: On Mondays, Wednesdays, and Thursdays, students will have one 90-minute block of enrichment. During the enrichment block, two different enrichment activities will be offered by our community-based partners (YMCA and Teamlink).</p>
<p>Evidence-Based Strategy V: Link students with access to health insurance.</p>
<p>Effectiveness: Research confirms that health disparities affect educational achievement (Basch, 2010). Poor health can affect school performance in many ways: Contribute to absenteeism, affect concentration in the classroom, and produce disruptive behavior (Ibid.). Having health insurance is linked to better health (Ibid.). Uninsured children are six times more likely to have gone without needed medical, dental or other health care than insured children (Ibid.).</p>
<p>Need Addressed: Lack of health insurance among students at the targeted schools.</p>
<p>Activity 5: A school health nurse will be on site at both locations for four hours on Mondays, Wednesdays, and Thursdays and will participate in Field Trip Tuesday. Nurses will dispense medications, administer first aid or CPR, review student records to ensure that children with ongoing medical issues have a medical provider, and link families to student health insurance.</p>
<p>Evidence-Based Strategy VI: Build positive, strong connections with families and provide support for parents with multiple risk factors.</p>
<p>Effectiveness: A 2006 meta-analysis of family involvement evaluations revealed that family involvement in school has a positive and significant effect on children’s overall academic performance and that the effect is large enough to have practical implications for parents, practitioners and policymakers (Nye, 2006). Students with involved parents have improved grades and test scores, complete their homework</p>

more consistently and try harder in school (Epstein, 1995). Parental involvement is a more accurate predictor of academic achievement than family income or social status (Nye, 2006).
Need Addressed: Unauthorized immigrant families in the targeted school communities who lack high-paying jobs, a formal education, and do not speak English.
Activity 6: Parents and guardians will be invited to participate in a weekly three-hour English as a Second Language (ESL) class at Lincoln Elementary and offered by Frederick Community College. The class will provide instruction on beginning listening and speaking in English and will focus on conversational skills at home, school, work and in the community.
Activity 7: Parents and guardians will be invited to attend enrichment activities, field trips, and celebrations by the FAST Principal and the Boys & Girls Club Site Coordinators.

Attendance Plan: The Boys & Girls Club Site Coordinators will take attendance each day. A list of absent students will be provided to each school's Community Liaison by 9 AM, who will call parents to determine why students are absent. The Liaisons can drive to students' homes and provide transportation to school, if needed. FCPS standard operating procedures allow Community Liaisons to transport students. The FAST attendance policy will be communicated with parents during the family orientation to be held each June at the six participating schools, as well as in letters of invitation to the program. In addition, parents will initial their understanding of the attendance policy on the registration form. Parents will be asked to send in notes on days that students will be picked up early from the program. Early dismissals will be discouraged, but we will be flexible with families to accommodate doctors' appointments, etc.

Transportation Plan: FCPS Policy 441 (Transportation of Students) will be followed and bus transportation will be provided by FCPS. As part of the registration process and to ensure the safety of all students, parents/guardians will agree to serve as safe transportation partners for their children and sign agreements acknowledging their transportation choice (i.e., bus transportation or on site drop off/pick up). Each FAST site will maintain a student pick up list, bus routes, student drop off locations, and emergency contact numbers. The FAST Principal will remain on site until s/he has been contacted by Transportation and told that all students have been delivered to their locations.

Professional Learning Plan: Table 7, below, outlines the FAST professional learning plan. FAST Principals and Community Liaisons will be held accountable for implementing the knowledge gained during professional learning sessions through the

electronic documentation they will be required to keep on a drive accessible by the FAST Project Director, FAST Instructional Leader, and FAST EL Leader.

FAST teachers will be held accountable for implementing the knowledge gained during professional learning sessions through informal observations that will be conducted during the summer program by the FAST Instructional Leader and FAST EL Leader. Findings from the informal observations will be shared with the teachers and building-level school principals.

Because of the nature and intensity of the five-week summer program, we do not expect to have new staff join the program once it has begun. The professional needs of staff will be assessed during the program through a weekly email sent to all FAST staff by the Project Director. Depending on the nature of the need, either the Project Director, Instructional Leader, EL Leader, or FAST Principal may respond. The response will be timely and immediate. In addition, a comprehensive survey developed and administered by the external evaluator will address professional learning to make adjustments for the following summer.

Table 7: FAST Professional Learning Plan			
Participants	Content	Deliverer	Frequency
FAST Principals FAST Teachers	Intervention curriculum, assessments, and assessment schedule	FAST Instructional Leader FAST EL Leader	2 half-day sessions
FAST Principals Community Liaisons	Student registration, enrollment, transportation, FAST policies and procedures, Staff Handbook, documentation, family engagement activities, National Day of Summer Learning	FAST Project Director	1 half-day session
FAST Partners – To include all staff hired to work in the FAST program	FAST policies and procedures, Staff Handbook, documentation, behavior management, student service-learning, character education, working with students in poverty, working with EL students	FAST Project Director FAST Instructional Leader FAST EL Leader	2 full-day sessions

Background Checks: All FCPS employees are required to be fingerprinted, in compliance with Maryland law. FCPS Human Resources also requires that FCPS fingerprints any individual employed by a vendor and/or community-based partner who works with children in an FCPS-sponsored program. This allows FCPS to receive the results of fingerprinting/background checks. Both community-based partners have agreed to this and funds have been built into their budgets to accommodate fingerprints.

Partners will send a list of hired staff to the Project Director. The Project Director will share this list with Human Resources' Fingerprinting Coordinator, who then determines if fingerprints are already on file (our partners routinely hire FCPS staff to work in their summer programs). If background checks are not on file, the staff member is required to come to FCPS' Central Office for fingerprinting. Human Resources updates the list as partner staff are fingerprinted and as the results of background checks are received; this list is shared with the Project Director to ensure compliance with state law and FCPS policy.

Staffing: Each of the six participating schools will hire a FAST Principal. The FAST Principal will be responsible for student registration and enrollment at their school, coordinating with Transportation to establish bus routes, securing rooms and space for both the academic and enrichment components of the program, planning and implementing Field Trip Tuesdays, ensuring that the academic interventions are delivered with efficacy by the FAST teachers and that assessments are administered according to the established schedule, planning and implementing family engagement activities, maintaining a student database, and maintaining required documentation. A full position description can be found in the appendices. The FAST Principal is selected by each school's administrator.

The FAST Principal at Monocacy Middle will be on site for seven hours a day during the program. At Lincoln Elementary, home of the elementary-level FAST program, the five FAST Principals will be on site each day from 8 AM to Noon to monitor their school's FAST program. Two FAST Principals will remain on site from Noon to 3 PM on Mondays, Wednesdays, and Thursdays to monitor the entire elementary FAST program. The FAST Principals will develop a schedule where they rotate the Monday/Wednesday/ Thursday afternoon schedule. All FAST Principals will work full days on Field Trip Tuesdays.

Each of the six participating schools will hire a FAST Community Liaison. The FAST Community Liaison will be responsible for assisting the FAST Principal with the student registration process, ensuring that students attend the program each day and arrive on time, providing transportation to students as necessary, resolving transportation issues as they arise, maintaining records as required by the U.S.

Department of Agriculture for participation in the Summer Food Service Program, serving as a liaison with families, and assisting the FAST Principal in planning and implementing family engagement activities. Each FAST Community Liaison will work four hours each day the program is in session. The FAST Community is selected by each school's administrator. A full position description can be found in the appendices.

FCPS certificated teachers will be hired to work in the FAST program. The teachers will be hired from the participating schools and will be hired by each school's building-level administrators. FAST will use a 1:10 teacher/student ratio for the academic component of the program, thus allowing for the small groups that are required to ensure the fidelity of implementation of the ELA and math intervention programs (*Leveled Literacy Instruction* and *Math Navigator*). A total of 30 teachers will be hired to work in the program. A full position description can be located in the appendices.

The YMCA will provide site supervision of the FAST program. YMCA staff will supervise meals and transitions, and plan and implement enrichment activities. During the morning academic component, YMCA staff will work in the classrooms with the teachers to provide assistance to students.

The YMCA will hire a Site Coordinator for the Monocacy Middle and Lincoln Elementary sites. The YMCA Site Coordinator will have responsibility for the direction and supervision of the FAST program, including staffing, enrichment programming, and budgeting. The Site Coordinator will work closely with the FAST Principal to ensure the optimal running of the program. A full position description can be found in the appendices.

The YMCA will hire four FAST Counselors for the Monocacy Middle site, and 18 FAST Counselors for the Lincoln Elementary site. The Counselors will be responsible for caring for the youth/teens under the direction of the YMCA's Site Coordinator. A full position description can be found in the appendices.

All staff described in this section will be trained as outlined in the FAST Professional Learning Plan (Table 7). No volunteers will work in the FAST program.

Equitable Participation: The General Education Provisions Act (GEPA) ensures access to, and participation in, federally-funded programs. None of the barriers identified by GEPA will impede participation in FAST. All schools are handicapped accessible. FCPS provides deaf translators and foreign language interpreters at no cost to parents/guardians participating in school programs. FAST registration materials and other program information will be disseminated in both English and Spanish.

Students with IEPs: Students with Individualized Education Plans (IEPs) will be fully accommodated during the summer program, as has been the case in our current 21st Century Community Learning Center programs. Student IEPs will be accessed by each FAST Principal, who will share any required accommodations with the appropriate FAST Teacher. For students who require a one-on-one assistant, the FAST Project Director will work with the FCPS Special Education Department to provide an assistant. Note that the costs of a special education instructional assistant will be covered by the Special Education Department through federal IDEA funds.

Accommodating EL Students & Families: It is expected that a significant portion of students in the program will be English Learners (ELs). The interventions selected for use have been shown to be effective with EL students (Kaldon, 2010 & 2013; Ciccone, 2013). See *Equitable Participation*, above, for more information.

Non-Public Students: The FAST Project Director also serves as the FCPS Non-Public School Liaison. In this capacity, she works closely with non-public schools on federal grants that require non-public school collaboration. On March 19, 2018, an email was sent by the Project Director to the two non-public schools K-8 schools in the attendance areas of the six participating schools. Both schools declined participation in the proposed project.

Meals: FCPS Food Services will provide breakfast and lunch daily to FAST students through the U.S. Department of Agriculture's Summer Food Services Program. A cooking club will be planned and led by the YMCA. Food purchases for the cooking club will have a curricular objective and will be well documented. Lesson plans that describe the curricular objectives and the food to be purchased will be submitted by the YMCA to the FAST Project Director in advance of the summer program. The FAST

Project Director will then submit these lesson plans to MSDE for approval of the food purchases.

3. IMPLEMENTATION AND GOVERNANCE PLAN

Key Personnel: Key personnel in the program's implementation include the FAST Principal, FAST Community Liaison, FAST Teacher, YMCA Site Coordinator, YMCA Counselor, and the external evaluator. None of these individuals have been hired. Descriptions for each of these positions are found in the appendices.

Leadership Team: The Leadership Team will include Ms. Kathryn Prichard, Ms. Doreen Bass, Ms. Angela Corrigan, and Ms. Katherine Gull. The Leadership Team will meet monthly from September through December, and twice a month from January through April, and weekly from May through August.

Ms. Kathryn Prichard will serve as the Leadership Team chair. Ms. Prichard currently is one of three Directors of Elementary Schools for FCPS and has 30 years of experience as a teacher and Title I school principal. In her current position, Ms. Prichard has oversight over the FCPS Title I program. As Leadership Team chair, Ms. Prichard will supervise the program's academic component and trouble shoot issues regarding space and staffing. Ms. Prichard will dedicate 5% of her time to the FAST program as an in-kind contribution from FCPS. Ms. Prichard's resume can be found in the appendices.

Ms. Bass currently serves as the FCPS Grants Coordinator and Director of its current 21st Century Community Learning Center programs. As Project Director, MS. Bass will manage the budget, serve as liaison with MSDE, prepare reports as required by the funder and the Frederick County Board of Education, convene the Steering Committee, manage relationships with the FAST partners, and supervise the work of the external evaluator. Ms. Bass will devote 25% of her time to the FAST program as an in-kind contribution from FCPS. Ms. Bass' resume can be found in the appendices.

Ms. Angela Corrigan will serve as the FAST Instructional Leader. Ms. Corrigan currently serves as Coordinator of Academic Achievement for the FCPS Title I program. She has 18 years of experience in the field of education, including working as an elementary teacher, assistant principal, and principal. As FAST Instructional Leader,

Ms. Corrigan will oversee implementation of the academic component of the summer program, provide professional learning to FAST teachers, and conduct informal observations of the FAST teachers. Ms. Corrigan will dedicate 10% of her time to the FAST program as an in-kind contribution from FCPS. Ms. Corrigan's resume can be found in the appendices.

Ms. Katherine Gull will serve as the FAST program's English Learners (EL) Leader. Ms. Gull currently serves as the English Learner Achievement Specialist for FCPS. She has 17 years of experience in education, working as both an ESOL teacher to adults as well as an EL teacher to students. As EL Leader for the FAST program, Ms. Gull will have similar responsibilities as the FAST Instructional Leader, but will focus on program implementation through the EL lens.

Steering Committee: The FAST Steering Committee will meet quarterly. The group will establish major policies governing FAST, review the site observation reports from MSDE, review evaluation reports, and make recommendations for program improvement and change. Steering Committee members are listed in the below table. The Steering Committee will meet on the following dates during the 2018-2019 program year: 12 November 2018, 14 January 2019, 18 March 2018, 13 May 2018, and 22 July 2019.

Table 8: Steering Committee Representatives	
FCPS Central Office: Kathryn Prichard, Doreen Bass, Angela Corrigan, Katherine Gull	FAST Principals: Once hired by their building principals, the six FAST Principals will serve on the Steering Committee.
FCPS Schools: Kim Seiss (Principal, Hillcrest ES), Kathryn Golightly (Principal, Lincoln ES), Tory Barnes (Principal, Monocacy ES), Deveda Coley (Principal, North Frederick ES), Jan Hollenbeck (Principal, Waverley ES), Stephanie Ware (Principal, Monocacy MS)	FAST Parents: The six participating schools will identify parents to serve on the Steering Committee. We seek to have two parents serving on the committee.
YMCA: Tiana Massaquoi, Director of Teen and Youth Programs at the YMCA of Frederick.	TeamLink: Andy Nichols, Program Director
External Evaluator: To be hired, per FCPS purchasing regulations.	

Management Plan: Program implementation will be monitored by the FAST Project Director. In this capacity, the FAST Project Director will work with the Steering Committee to identify program start and end dates. She will communicate this information to all stakeholders, including FCPS Transportation, Food Services, the FCPS Communications Office, and the FCPS Superintendent.

The Project Director will be responsible for drafting Memorandums of Understanding with our two community-based partners. The Project Director will also be responsible for conducting an evaluation of the work of these two partners to ensure that they are in compliance with the roles, responsibilities, contributions, and deliverables outlined in the Memorandums of Understanding.

4. EVALUATION AND DISSEMINATION PLAN

The external evaluation will assess overall program implementation and progress toward benchmarks related to academic achievement and programmatic outcomes. The evaluator will employ a utilization-focused evaluation approach, meaning that evaluation results are designed to be used for program improvement and future planning and implementation.

The conceptual framework used for the evaluation will be a context-process-impact model that represents what research has told us about the determinants of educational change. The model posits that the impact of FAST on participants is dependent upon improvements in students including improved deployment activities and practices, instructional practices, etc. The framework further indicates that both student, site and educator impacts are influenced by program implementation, i.e., how well the two sites, partners and teachers adhere to the core components of the FAST model. Finally, the framework indicates that the program processes and impacts are influenced by various contextual factors: Characteristics of the two sites, characteristics of FAST's core components, and implementation support factors. This conceptual framework will tell us how to structure data analyses and reporting in a way that provides rich and powerful information about FAST.

Evaluation questions to be asked and responded to as part of the evaluation process include the following –

1. How effective is the FAST program?
 - a. Extent to which the program met the objectives and targets outlined Exhibit 5.

- b. Extent to which students participated and engaged in various program activities.
 - c. Extent to which participants improved on local assessments and showed engagement in academic learning and enrichment activities.
2. In what ways did the program serve the identified students by providing enriched summer programming?
- a. Who is attending the various activities?
 - b. Why do they come to the program?
 - c. What types of activities were offered?
 - d. What are the participants learning?
 - e. What partnerships and community organizations support the program?
 - f. How are families involved in the program/activities?
 - g. How are parents engaged in their child's learning?
3. What are the impacts of the program on student learning?
- a. Are FAST participants improving academically?
 - b. Are FAST participants improving engagement in student learning?
4. Has summer learning loss among participating students been reduced?

A mixed methods approach using qualitative and quantitative data collection methods will be used to conduct the evaluation. Document review, observations, surveys, interviews and site visits will be completed during the grant period. Data from interviews and site visit observations will be coded for common themes and patterns. Pre- and post-intervention assessment data will be analyzed. Group differences will be demonstrated and mean differences will be calculated to measure statistical differences between groups.

A matched comparison group analysis will be conducted to determine if outcomes for the treatment group (i.e., FAST students) differ from outcomes for a comparison group. Characteristics of the comparison group will be similar to the treatment group (e.g., students in the same grade and socioeconomic status at the

schools who do not attend the summer program). Differences in outcomes will be examined.

FCPS purchasing regulations require that we go through a formal bid process to seek an external evaluator. FCPS will engage in this process if a grant is awarded. The external evaluator's job description is included with the resumes/job descriptions of key personnel.

The external evaluator will present an evaluation report to the Steering Committee, who will use the data to inform the program and make adjustments based upon its findings. The external evaluator will also serve on the Steering Committee and will thus be able to share insights in a more informal manner than annual reports.

FCPS will disseminate the evaluation results four ways:

- Each year a report highlighting major findings and recommendations from the program evaluation will be presented to the Frederick County Board of Education, whose meetings are televised.
- Evaluation findings will be posted on the FAST page on the FCPS website.
- Evaluation findings will be shared with parents and family members each year at family orientation.
- The evaluator and other stakeholders will present the findings at related local and national conferences.

5. COORDINATING WITH OTHER PROGRAMS

The FAST program is supplemental in nature. During the Great Recession and the drastic budget cuts that rocked education, FCPS eliminated summer school at the elementary and middle school levels. Funding has not been restored for a systemic summer school program. The FAST will coordinate with the FCPS Food Services Department to provide breakfast and lunch through the U.S. Department of Agriculture's Summer Meals program.

6. SUSTAINABILITY

The Steering Committee will diligently focus on identifying funds to sustain the program and create a diversified funding portfolio comprised of corporate sponsors; fundraising and donations; and local funding. The Steering Committee will identify Frederick County businesses capable of underwriting the program and approach and solicit businesses for donations and seek assistance from local development organizations such as the Community Foundation of Frederick County.

Partnerships will be maintained during the funding cycle through constant communication between FCPS and partner staff on site, as well as through Steering Committee meetings. Each partner is committed to sustaining their relationship with the FAST program beyond the funding cycle, as noted in their letters of commitment.

Transition Towards Self-Sufficiency and Matching Contributions: During Year 1 of the proposed project, FCPS and its partners are making a significant in-kind contributions, totaling 23% of the total project costs. This is in excess of the 10% in-kind contribution required by MSDE in Year 1, and also surpasses the required in-kind contribution of 20% in Year 3 of the project.

RFP 19MISC6, GRANT EVALUATOR FOR EXTENDED LEARNING OPPORTUNITIES

FORM OF PROPOSAL

In compliance with your request for proposal, the undersigned proposes to provide services for developing and implementing the evaluation plan, including all related expenses (for labor, administrative fees, insurance, workmen’s compensation, license fees, travel, mileage, report writing, and incidentals) for the itemized amounts below. I/We further recommend the following schedule of payments over the life of the contract, as follows:

PART I:

1. Hourly Rate \$ _____

PART II:

1. FAST GRANT - YEAR 1 DELIVERABLES—June 24, 2019 through October 15, 2019:

A. Lump Sum Cost \$ _____

(State Dollar Amount in Words)

B. Attach a line item budget for the above lump sum cost.

2. FAST GRANT - YEAR 2 DELIVERABLES—June 22, 2020 through October 15, 2020:

C. Lump Sum Cost \$ _____

(State Dollar Amount in Words)

D. Attach a line item budget for the above lump sum cost.

3. FAST GRANT - YEAR 2 DELIVERABLES—June 21, 2021 through October 15, 2021:

E. Lump Sum Cost \$ _____

(State Dollar Amount in Words)

F. Attach a line item budget for the above lump sum cost.

4. TOTAL COST FOR INITIAL CONTRACT TERM (Years 1, 2 and 3)\$ _____

RFP 19MISC6, GRANTS EVALUATOR FOR EXTENDED LEARNING OPPORTUNITIES
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	_____

19MISC6, Grants Evaluator for Extended Learning Opportunities
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: _____

19MISC6, Grants Evaluator for Extended Learning Opportunities

FREDERICK COUNTY PUBLIC SCHOOLS

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 _____