

Purchasing Office
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Leslie Pellegrino, CPA,
Acting Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing
Manager
**Bill Meekins CPPB, CPPO, NIGP-CPP, CSBO,
CPCP, Purchasing Agent**
Shane Ryberg, Purchasing Agent

RFP NUMBER/BID NAME: 21MISC10, Before and After School and Summer Child Care Services

RFP ISSUE DATE: May 27, 2021

RFP CONTRACT MANAGER: Bill Meekins CPPB, CPPO, NIGP-CPP, CSBO, CPCP, Purchasing Agent,
willis.meekins@fcps.org

RFP CONTRACT ADMINISTRATOR: Deborah Huffman, Use of Facilities Coordinator, deborah.huffman@fcps.org.

QUESTIONS: Questions due no later than 4:00 P.M., local time, on June 11, 2021. 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: <https://secure.procurenow.com/portal/fcps>. If you have problems downloading this bid or applicable addenda, contact: Krista Long at krista.long@fcps.org

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

RFP DUE: 2:00 P.M., local time, on June 17, 2021.
Location: Skype Meeting (240) 236-6172, 9065784# (FCPS),
Conference ID: 9065784
Faxed or emailed bids are not acceptable.

Bidders can create a FREE account with ProcureNow by signing up at <http://secure.procurenow.com/signup>.

SEALED BID DELIVERED TO: FCPS is accepting electronic bid submissions through ProcureNow
Bidders can create a FREE account with ProcureNow by signing up at <http://secure.procurenow.com/signup>.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: July 7, 2021.

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

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THE SCHOOL YEAR AT A GLANCE

2020

August 31 (Monday)	First Day of School
September 7 (Monday)	Schools* and Offices Closed
September 25 (Friday)	Schools* Closed
September 28 (Monday)	Schools* Closed
October 2 (Friday)	2-Hour Early Dismissal for Students
October 16 (Friday)	Schools* Closed for Students
October 21 (Wednesday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open on Time
October 22 (Thursday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open on Time
October 23 (Friday)	3 ½-Hour Early Dismissal: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open Full Day
November 3 (Tuesday)	Schools** Closed
November 9 (Monday)	Schools* Closed for Students
November 25 (Wednesday)	Schools* and Offices Closed
November 26-27 (Thursday-Friday)	Schools** and Offices Closed
December 11 (Friday)	2-Hour Early Dismissal for Students
December 24-25 (Thursday-Friday)	Schools** and Offices Closed
December 28-31 (Monday-Thursday)	Schools** Closed

2021

January 1 (Friday)	Schools** and Offices Closed
January 18 (Monday)	Schools** and Offices Closed
January 29 (Friday)	Schools* Closed for Students
February 15 (Monday)	Schools** and Offices Closed
March 3 (Wednesday)	2-Hour Early Dismissal for Students
March 29-31 (Monday-Wednesday)	Schools* Closed
April 1 (Thursday)	Schools* Closed
April 2-5 (Friday-Monday)	Schools** and Offices Closed
April 12 (Monday)	Schools* Closed for Students
May 18 (Tuesday)	2-Hour Early Dismissal for Students
May 31 (Monday)	Schools** and Offices Closed
June 22*** (Tuesday)	2-Hour Early Dismissal/Last Day of School for Students

*BOE Determined

**State Mandated (See page 40)

***This calendar includes 5 days for snow or other emergency closings. FCPS will make up days closed for inclement weather or other emergencies in the following sequence: June 16, 17, 18, 21, and 22. If no snow days are used, the last day for students is Tuesday, June 15. The June 2-hour early dismissal will occur on the last day of school for students. If some but not all days are needed, the school year will be shortened by the number of unused days to provide 180 days for students. Dates are subject to BOE revision.

Get Calendar Details:

www.fcps.org/calendar

Like us on Facebook: FCPS Maryland

Follow us on Twitter: @FCPSMaryland

Select FindOutFirst email calendar updates and emergency-closing text messages:

www.fcps.org/fof

See the Calendar Handbook months pages



FCPS Maryland



@FCPSMaryland



www.fcps.org/fof

All dates are subject to change, as the COVID-19 pandemic continues to impact educational programs and school operations during the 2020-2021 school year. The *Maryland Strong Roadmap to Recovery* and the Maryland State Department of Education's *Recovery Plan for Education* guide FCPS in determining responses that will best keep students and staff safe as we work to achieve our mission to reach, challenge and prepare all students for success. Please check www.fcps.org/update and monitor FCPS FindOutFirst messages for the newest information. ★

Start August 18 - End June 1
(Five Snow Days)

August 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11 Teachers Report to Work	12 Teacher Training and Preparation	13 Teacher Training and Preparation	14
15	16 Teacher Training and Preparation	17 Teacher Training and Preparation	18 First Day of School 1	19 2	20 3	21
22	23 4	24 5	25 6	26 7	27 8	28
29	30 9	31 10				
		Important Reminders				

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<https://www.vertex42.com/calendars/school-calendar.html>

Start August 18 - End June 1

September 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
			11	12	13	
5	6 Labor Day Schools Closed	7 Rosh Hashanah Schools Closed	8	9	10	11
			14	15	16	
12	13	14	15	16 Yom Kippur Schools Closed	17	18
	17	18	19		20	
19	20	21	22	23 Mid Term 2 Hour Early Dismissal	24 Fair Day 3 1/2 Hour Early Dismissal	25
	21	22	23	24	25	
26	27	28	29	30		
	26	27	28	29		
		Important Reminders				
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Start August 18 - End June 1

October 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
					30	
3	4	5	6	7	8	9
	31	32	33	34	35	
10	11	12 Conferences Arrive 4 Hours Late	13 Conferences Arrive 4 Hours Late	14 Conferences Dismiss 3.5 Hours Early	15 Teacher Professional Development Day Schools Closed	16
	36	37	38	39		
17	18	19	20	21	22	23
	40	41	42	43	44	
24	25 End of Term 1	26 Teacher Work Day Schools Closed	27	28	29	30
	45		1/46	2/47	3/48	
31		Important Reminders				
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Start August 18 - End June 1

November 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 4/49	2 5/50	3 6/51	4 7/52	5 8/53	6
7	8 9/54	9 10/55	10 11/56	11 12/57	12 13/58	13
14	15 14/59	16 15/60	17 16/61	18 17/62	19 18/63	20
21	22 19/64	23 20/65	24 Thanksgiving Break Schools Closed	25 Thanksgiving Day Schools Closed	26 Thanksgiving Break Schools Closed	27
28	29 21/66	30 22/67				
		Important Reminders				
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Start August 18 - End June 1

December 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 23/68	2 24/69	3 25/70	4
5	6 Mid Term 2 Hour Early Dismissal 26/71	7 27/72	8 28/73	9 29/74	10 30/75	11
12	13 31/76	14 32/77	15 33/78	16 34/79	17 35/80	18
19	20 36/81	21 37/82	22 38/83	23 Winter Break Schools Closed	24 Winter Break Christmas Eve Shools Closed	25 Christmas Day
26	27 Winter Break Schools Closed	28 Winter Break Schools Closed	29 Winter Break Schools Closed	30 Winter Break Schools Closed	31 Winter Break Schools Closed	
		Important Reminders				
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Start August 18 - End June 1

January 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 New Years Day
2	3 39/84	4 40/85	5 41/86	6 42/87	7 43/88	8
9	10 44/89	11 45/90	12 46/91	13 End of Term 2 47/92	14 Teacher Work Day Schools Closed	15
16	17 Dr. Martin Luther King Jr.'s Birthday Observance Schools Closed	18 1/93	19 2/94	20 3/95	21 4/96	22
23	24 5/97	25 6/98	26 7/99	27 8/100	28 9/101	29
30	31 10/102	Important Reminders				

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Start August 18 - End June 1

February 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 11/103	2 12/104	3 13/105	4 14/106	5
6	7 15/107	8 16/108	9 17/109	10 18/110	11 19/111	12
13	14 20/112	15 21/113	16 22/114	17 23/115	18 Mid Term 2 Hour Early Dismissal 24/116	19
20	21 President's Day Schools Closed	22 25/117	23 26/118	24 27/119	25 28/120	26
27	28 29/121					
		Important Reminders				
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Start August 18 - End June 1

March 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 30/122	2 31/123	3 32/124	4 33/125	5
6	7 34/126	8 35/127	9 36/128	10 37/129	11 38/130	12
13	14 39/131	15 40/132	16 41/133	17 42/134	18 43/135	19
20	21 44/136	22 45/137	23 46/138	24 47/139	25 End of Term 3 48/140	26
27	28 Teacher Work Day Schools Closed	29 1/141	30 2/142	31 3/143		
		Important Reminders				
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Start August 18 - End June 1

April 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 4/144	2
3	4 5/145	5 6/146	6 7/147	7 8/148	8 9/149	9
10	11 10/150	12 11/151	13 12/152	14 13/153	15 Spring Break Good Friday Schools Closed	16
17 Easter	18 Spring Break Easter Monday Schools Closed	19 Spring Break Schools Closed	20 Spring Break Schools Closed	21 Spring Break Schools Closed	22 Spring Break Schools Closed	23
24	25 14/154	26 15/155	27 16/156	28 17/157	29 18/158	30
		Important Reminders				
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Start August 18 - End June 1

May 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 19/159	3 20/160	4 21/161	5 22/162	6 Mid Term 2 Hour Early Dismissal 23/163	7
8	9 24/164	10 25/165	11 26/166	12 27/167	13 28/168	14
15	16 29/169	17 30/170	18 31/171	19 32/172	20 33/173	21
22	23 34/174	24 35/175	25 36/176	26 37/177	27 38/178	28
29	30 Memorial Day Schools Closed	31 39/179				
		Important Reminders				
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Start August 18 - End June 1

June 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Last Day of School 2 Hour Early Dismissal 40/180	2 End of Term Last Day for Teachers (Snow Make Up)	3 (Snow Make Up)	4
5	6 (Snow Make Up)	7 (Snow Make Up)	8 (Snow Make Up)	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
		Important Reminders				
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DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek** ♦ 240-236-2500
Ms. Megan Stein, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick** ♦♦ 240-236-2900
Mr. Justin McConaughy, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Butterfly Ridge** ♦♦♦♦ 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 Robertson, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
5. **Centerville** 240-566-0100
Ms. Karen Hopson, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
6. **Deer Crossing** 240-236-5900
Ms. Amy Routzahn, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
7. **Emmitsburg** ● 240-236-1750
Ms. Amber Madigan, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
8. **Glade** ♦♦ 240-236-2100
Mr. Stephen Raff, 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. **Kempstown** 240-236-3500
Ms. Kathryn Golightly, Principal
3456 Kempstown Church Road
Monrovia, MD 21770
Fax 240-236-3501
12. **Lewistown** ♦ 240-236-3750
Ms. Belinda Fockler, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
13. **Liberty** 240-236-1800
Ms. Jana Strohmeier, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
14. **Lincoln** ♦♦♦ 240-236-2650
Mr. Eric Rhodes, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
15. **Middletown** 240-236-1100
Grades 3-5
Ms. Jan Hollenbeck, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
16. **Middletown Primary** ♦♦ 240-566-0200
Grades Pre-K-2
Ms. Sandra Fox, 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. Dana Austin, 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. Tracy Poquette, 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
Mr. Jay Corrigan, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
24. **Parkway** 240-236-2600
Ms. Nicole Bell, 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
Dr. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
27. **Sugarloaf** 240-566-0500
Ms. Tess Blumenthal, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
28. **Thurmont** 240-236-0900
Grades 3-5
Ms. Debra O'Donnell, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901

29. **Thurmont Primary** ● 240-236-2800
Grades Pre-K-2
Dr. Michele Baisey, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801
30. **Tuscarora** ● 240-566-0000
Dr. Kimberly Mazaleski, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
31. **Twin Ridge** ♦ 240-236-2300
Ms. Heather Hobbs Michael, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
32. **Urbana** ♦ 240-236-2200
Ms. Tracy Hilliard, Principal
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
33. **Valley** ● 240-236-3000
Ms. Jennifer Hyde, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
34. **Walkersville** ♦ 240-236-1000
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
35. **Waverley** ♦♦♦ 240-236-3900
Dr. Allie Watkins, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
36. **Whittier** ♦♦♦ 240-236-3100
Mr. Lorcán ÓEithir, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
37. **Wolfsville** 240-236-2250
Ms. Linda Stuart, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
38. **Yellow Springs** 240-236-1700
Ms. Susan Gullo, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701

Middle (continued)

50. **West Frederick** 240-236-4000
Ms. Pattie Barnes, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
 51. **Windsor Knolls** 240-236-5000
Mr. Brian Vasquez, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001
- ## HIGH
52. **Brunswick** 240-236-8600
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
 53. **Catoctin** 240-236-8100
Ms. Jennifer Clements, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
 54. **Frederick** 240-236-7000
Dr. David Franceschina, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
 55. **Governor Thomas Johnson** 240-236-8200
Ms. Tracey K. Kibler, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
 56. **Linganore** 240-566-9700
Ms. Cynthia Hanlon, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
 57. **Middletown** 240-236-7400
Mr. Bernard Quesada, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
 58. **Oakdale** 240-566-9400
Ms. Lisa Smith, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
 59. **Tuscarora** 240-236-6400
Mr. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401



KEY

- ▶ Half-day pre-kindergarten program available
- Full-day pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools

MIDDLE

39. **Ballenger Creek** 240-236-5700
Mr. Jay Schill, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
40. **Brunswick** 240-236-5400
Mr. Everett Warren, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401
41. **Crestwood** 240-566-9000
Mr. Neal Case, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
42. **Governor Thomas Johnson** 240-236-4900
Ms. Maggie Gilgallon, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
43. **Middletown** 240-236-4200
Mr. Paul Fer, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
44. **Monocacy** 240-236-4700
Mr. Reginald Gunter, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
45. **New Market** 240-236-4600
Ms. T.C. Suter, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
46. **Oakdale** 240-236-5500
Mr. Daniel Enck, Principal
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501
47. **Thurmont** 240-236-5100
Ms. Janine Smith, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
48. **Urbana** 240-566-9200
Mr. Andrew Kibler, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
49. **Walkersville** 240-236-4400
Mr. Frank Vetter, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401

60. **Urbana** 240-236-7600
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
61. **Walkersville** 240-236-7200
Dr. Stephanie Ware, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250

OTHER

62. **Career and Technology Center** 240-236-8500
Mr. Michael Concepcion, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
63. **Carroll Creek Montessori Public Charter School *** 240-566-0600
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 240-566-0601
64. **Frederick Classical Charter School** 240-236-1200
Dr. Camille S. Bell, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201
65. **Frederick County Virtual School (includes Flexible Evening High School)** 240-236-8450
TBD, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
66. **Heather Ridge School** 240-236-8000
Ms. Elizabeth Stiffler, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
67. **Monocacy Valley Montessori Public Charter School *** 240-236-6100
Ms. Amy Dorman, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
68. **Rock Creek School** 240-236-8700
Ms. Katie Buckley, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

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

1. BIDDER REGISTRATION

- a. All Frederick County Public School (FCPS) suppliers and or contractors interested in bidding on FCPS projects must register on eMaryland Marketplace Advantage <https://emma.maryland.gov> FCPS will no longer accept bidder's applications.
- b. Contractors are required to register with eMaryland Marketplace Advantage <https://emma.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. 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 Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

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 suppliers 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. 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 addendum.

- b. 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.
- c. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided. FCPS proposal forms format shall not be altered.
- d. 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.
- e. The following items must be included in submission:
 - i. Proposal pages completely and accurately filled out:
 - Verify all mathematical calculations.
 - Do NOT use white-out/correction tape.
 - Strike through errors, initial and make correction.
 - Initial corrections.
 - 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.
 - v. Conflict of Interest Form completed and signed.
 - vi. W-9 (This is the company information that will be entered in the FCPS supplier database).
 - vii. Certificate of Insurance (if applicable).
- f. 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 .
- g. 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.
- h. Bids by corporations must be signed with the name of the corporation, which must match the information on the submitted W-9, 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.
- i. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- j. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.
- k. 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 supplier's business

4. BID PRICING (N/A)

5. TAXES (N/A)

6. ADDENDUM

- a. All changes to the bid solicitation will be made through appropriate addendum issued from the Purchasing Department.
- b. Addendum will be available on the FCPS Purchasing Department webpage. All suppliers who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addendum will be issued a minimum of four (4) days prior to the bid opening date, unless the addendum issued extends the due date. (verified with COMAR, which states addendums within a "reasonable" time)
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all addendum issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addendum will not relieve that bidder from any obligations under this solicitation as amended by addendum. All addendum so issued will become a part of the award and contract documents.

7. 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, via written request approved by the Purchasing Manager.
- 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. It is the responsibility of the supplier to ensure that submittals are delivered on time, to the proper location listed in the solicitation.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, will 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, refer to Section 2(e) for closing and delays.

8. OPENING OF BIDS

- a. Sealed bids will be publicly 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.
- c. 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.
- d. 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.
- e. 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.

9. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS (N/A)

10. SAMPLES (N/A)

11. GUARANTEES AND WARRANTIES (N/A)

12. 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 – FCPS Specific Terms and Conditions, 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.

13. 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, addendum, 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 – FCPS Specific Terms and Conditions, 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 supplier(s). Changes may not significantly alter the original scope of the agreement.

14. PROTESTS

- a. The Purchasing Manager 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 supplier'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 \$50,000 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.

15. 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 supplier. This decision shall be final and conclusive unless, within 30 days, the supplier 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 supplier will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the supplier 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.

16. CONTRACT ASSIGNMENT

- a. The awarded supplier(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 supplier(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 supplier(s)
- d. The awarded supplier(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 supplier(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.

17. 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 supplier 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 supplier
- c. The cost of termination may be paid from any appropriation available for that purpose.

18. HOLD HARMLESS

It is understood that the awarded supplier 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.

19. TERMINATION FOR DEFAULT

- a. When an awarded supplier 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 supplier terminate the whole or any part of the contract in any of the following circumstances:

- i. If the supplier fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
 - ii. If the supplier 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 supplier 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 supplier 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 supplier 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.

20. 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 supplier(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 supplier does not have a right to unilateral termination for convenience.

21. GOVERNING LAW AND VENUE

- a. The supplier will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the supplier 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 suppliers and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The supplier 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.
- d. 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.

22. MULTI-AGENCY PARTICIPATION (N/A)

23. PACKAGING AND DELIVERY REQUIREMENTS (N/A)

24. BILLING AND PAYMENT (N/A)

25. COMPLIANCE WITH SPECIFICATIONS

- a. The awarded supplier(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 supplier(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

26. LIQUIDATED DAMAGES (N/A)

27. SAFETY REQUIREMENTS (N/A)

28. PATENTS (N/A)

29. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS (N/A)

30. 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 supplier(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 supplier 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 supplier, 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 supplier 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 supplier(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 – FCPS Specific Terms and Conditions.
- c. The awarded supplier(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 supplier(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 supplier 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.
- f. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. For additional information, visit:
 - Maryland State Department of Education Website;
 - House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention;
 - MSDE Guidelines For MD. Code, Educ. 6113.2;
 - Employment History Review Form for Child Abuse and Sexual Misconduct

Effective immediately, we will not fingerprint staff provided to FCPS by contractors or staffing agencies. Based on recent procedural review and guidance received from the state of Maryland, it is confirmed that the fingerprint records from the state's Criminal Justice Information System (CJIS) are to be processed and kept by employers only. This means that the contractors providing staff to FCPS are responsible to perform the CJIS fingerprint check since they are the employers of staff being provided to FCPS under various agreements. The fingerprint check required by FCPS and all Maryland school districts is the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).

31. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE

- a. All awarded suppliers 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.

32. 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 supplier(s) whose employees violate this clause may be subject to the termination of the contract for cause.

33. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- a. An awarded supplier(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 supplier(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.

34. 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 supplier(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.

35. STUDENT/STAFF CONFIDENTIALITY

Under no circumstances may any supplier /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.

Security & Confidentiality

"Company" shall adopt, implement, and maintain commercially reasonable security measures and procedures (including firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis. "Company" acknowledges that the CUSTOMER data housed on the "company" system is the property of CUSTOMER and "company" agrees not to use such data for any purpose except to the extent necessary to fulfill its obligations under the agreement. "Company" agrees that it shall treat the CUSTOMER data with the same degree of care as it accords its own confidential information of a similar nature. "Company" will agree to comply with the provisions regarding the protection of confidential student data as proscribed in the Student Data Privacy Act of 2015 (H.B. 298), and FCPS Policy 442: Student Data Privacy.

36. 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,

- 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.

37. 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 supplier 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.

38. 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.

39. 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 supplier 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.

40. CONFLICT OF INTEREST

All suppliers interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Suppliers Conflict of Interest Disclosure Form included in the solicitation packet, in order to be eligible to be awarded a contract with FCPS.

41. FEDERAL CONTRACT AWARDS

In the event that federal funds are utilized for purchases under this contract, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, will be applicable.

This document can be found at the end of Section I, General Terms and Conditions, as Attachment “A”.

ATTACHMENT A - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the

open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

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

1. SCOPE AND CONTRACT PERIOD

- a. This solicitation is to establish a contract with one certifiable non-profit organization interested in establishing a Before, After School and Summer Child Care Program at any elementary school that may become available during the 2021-2024 contract term.
- b. Only non-profit organizations are eligible to bid per FCPS Regulation 100-1, Rental of Frederick County Public Schools Facilities (Attachment 3) and the Annotated Code of Maryland regulating education states in Section 7-109 (a) (1): [Each county board] shall give priority to nonprofit day care programs for use of public-school facilities before and after school hours.]
- c. At this time, two new elementary schools will open in August 2021:
 - Blue Heron Elementary
7100 Eaglehead Drive
New Market, MD 21774
Amy Schwiegerath, Principal
 - Urbana Elementary
3554 Urbana Pike
Frederick, MD 21704
Tracy Hilliard, Principal
- d. The remaining 31 FCPS elementary schools have assigned Providers (Attachment 1). A few elementary schools have never been able to sustain a program due to their small enrollment.
- e. This solicitation does not apply to FCPS Charter schools. They may select their own Providers.
- f. The Provider awarded this RFP also will be required to sign an Agreement for each awarded site no later than July 31, of the initial year of the Agreement. A draft of the Agreement is enclosed for information and is subject to minor changes prior to issuance. It is the same document that all Providers sign at the beginning of a new term. (Attachment 2)
- g. The Purchasing Department will coordinate the signing of Agreements and will distribute copies after completion.
- h. Any supplemental terms and conditions that are mutually agreed to by the Principal and the Provider and that do not violate the terms of this agreement should be attached.

2. CONTRACT TERMS

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

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

3. CHILDCARE PHILOSOPHY

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

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

4. PREPARATION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Fee proposals will be submitted on-line via ProcureNow (<https://secure.procurenow.com/portal/fcps>).

c. Technical Proposal:

- i. The Technical Proposal will include the following forms completed:
 - Signature Page
 - Statutory Affidavit and Non-Collusion Certification
 - Certification of Compliance
 - Vendor Conflict of Interest Disclosure Form
 - Questionnaire
 - Supporting documents
 - Fee Proposal

5. EVALUATION CRITERIA AND AWARD

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

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

PARENTS: For more information about your school's Child Care Program for Before and After School and Summer please contact the school directly. The FCPS liason for this program is Deb Huffman, Coordinator, Use of Facilities, at deborah.huffman@fcps.org, 301-644-5229

Updated May, 2021

**AGREEMENT FOR OPERATION OF BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE
SERVICES IN FREDERICK COUNTY PUBLIC SCHOOLS FOR
2021-2024 TERM**

The Board of Education of Frederick County (Board) and the _____ (Provider) hereby agree as follows, this _____ day of _____, in year of _____. This is executed on behalf of Frederick County Public Schools (FCPS). Board agrees to grant the Provider use of both a _____ (primary space)* and a _____ (secondary space)* in _____ (school), located at:

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

1. The term of this Agreement is three years, beginning on or about August 18, 2021 and ending on or about August 23, 2024, provided the operator has established a program at the site no later than the first day of school and that their contract has not been terminated for cause.
2. Principal Responsibilities:
 - a. Coordinating with the community user group the assignment of space necessary to accommodate the user's needs.
*the State of Maryland requires that two locations within a school with the same square foot capacity be identified for operation of the program in the event the primary space is unavailable.
 - b. Maintaining proper relationships with this organization including the responsibility for informing the custodian of the name of the individual from the user organization who will be identified as the person in charge during the scheduled activity. The custodian shall inform the person in charge of his/her whereabouts during the scheduled activity.
 - c. The school is requested to give advance notice of at least one day to the Provider if they are being requested to move to their secondary location or to share their primary or secondary location with another user group. Evening events that may interfere with the part of the school used for Before and After Care Services are requested not to be scheduled for use until after 6:00 pm in order to give the Provider adequate time to clean the snack area for the day.
3. The Provider shall pay the Board \$10 per hour of actual operation. On days when school and offices are closed it is required to have a custodian in the building to support the Child Care Center operations for the entire time the building is in use. The Provider agrees to pay the prevailing hourly rate for custodial labor charges (found on www.fcps.org/uof) associated with the provision of services. These charges are payable monthly within ten days of receipt of an invoice from the Board of Education of Frederick County. These rates **will not** be subject to increase during the term of this contract even if the Board of Education approves changes in the fee structure.
4. The Provider will forward a schedule of operations on a monthly basis for each site it operates to the attention of: Christa Summers, FCPS Accounts Receivable Department, 191 South East Street, Frederick, MD 21701, christa.summers@fcps.org.
5. FCPS:
 - a. FCPS will enter all dates and times for Before and After School and Summer Child Care programs into our Use of Facilities software. This will help insure that the school does not have a scheduling conflict.
 - b. FCPS will announce via Find Out First email and posting on FCPS webpage the status of building operations due to weather-related or emergency closures or delays. Specific instructions will be included regarding daycare.
 - 1) When school closes early due to weather or emergencies, the Provider shall assume custody for the children enrolled in the Child Care Center within thirty minutes after such closing and shall be responsible for each child until claimed by the parent or other designated person.

**AGREEMENT FOR OPERATION OF BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE
SERVICES IN FREDERICK COUNTY PUBLIC SCHOOLS FOR
2021-2024 TERM**

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

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- e. When school is not in session for 12-month employees and it is not an emergency or weather-related closing, the Provider may operate the Child Care Center as long as they have received prior approval from the site principal. This use will require an FCPS custodian to be on-duty. This includes the following days: Saturdays, Sundays, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day, and Labor Day.
- f. The Provider must be licensed in accordance with the regulations and procedures of the Maryland State Department of Education and the Office of Child Care; and such other State or Local agencies as may be required, and must comply with all Federal, State, County, and Board of Education regulations, procedures, and standards, as they may be adopted, altered, and amended from time to time. The Provider represents that it has such licenses and that it will operate and conduct its programs as specified herein and Provider will provide Board with copies of such licenses if requested.
- g. Provider must comply with provisions of Regulation #100-5, Auxiliary Custodians, (Attachment 4) issued by the Board of Education of Frederick County.
- h. Facility restrictions:
 - i. There shall be no temporary or permanent signs, banners, or pennants placed in or on FCPS buildings or on FCPS grounds.
 - ii. The school kitchen is not available for use by the Provider and the Provider must provide its own refrigeration for snacks and other food items.
 - iii. FCPS equipment may be utilized by community user groups only with the consent of the principal, or designee. All equipment that is so utilized shall be returned in the same condition as when it was borrowed. Lost or damaged equipment shall be replaced or repaired at the sole expense of the user. Under no condition will equipment be removed from the FCPS facility. Some equipment will not be available for outside use under any conditions.
 - iv. The Child Care Center operators must provide secure cabinets for the storage of all day Care Center equipment. The cabinets should be on wheels so that they can be moved as necessary on a temporary basis. Reasonable space will be made available by the school for placement of the storage cabinets if possible. However, other storage space may be requested by the Provider and should be made available by the Principal if possible.
 - v. Playfields and playground equipment at the school may be used by the Child Care Center only when approved by the school's Principal. It shall be the responsibility of the Provider to ensure that the use of playfields and playground equipment by Child Care Center children is supervised, safe, and in compliance with licensing regulations.
 - vi. Provider shall leave all areas used by it in a clean and organized state in accordance with licensing regulations at the end of the day. This shall include tables sponge cleaned, floors broom cleaned and free of debris and crumbs, and bathrooms tidied and dried of standing water.
 - vii. The State licensing for Child Care Providers requires access by students in Child Care bathroom facilities on a 1:15 ratio. The Provider shall provide supervision to children using bathrooms, to avoid clogs, spills, and overflows and other acts of vandalism. Damage to the facilities will be brought to the attention of the School or the Provider in writing and immediately upon discovery. Financial reparation by the Provider shall be required for damages caused by the Provider.
- i. Supervision and safety of the children is the sole responsibility of the Provider. Regarding the arrival and departure of a child who also attends the school as a student in the Frederick County Public Schools system, it is

**AGREEMENT FOR OPERATION OF BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE
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the responsibility of both the Provider and the School on an individual school basis to coordinate the transfer of the students to their classrooms at the conclusion of the morning child care program (and/or receive the child from the classroom into the afternoon program) so that no gap in responsibility for the child exists.

- j. Under no circumstances may Provider release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.
 - k. Communication equipment shall be provided by the Provider and the Site Director must be able to be contacted at all times.
 - l. The Child Care Center operators will insure that no fire code or fire regulation violations are created by their activities.
 - m. The Child Care Center operators are responsible for obtaining the Emergency Guidelines for the school building from the Principal and to conduct fire drills and other practices as required.
 - n. The Child Care Center operators agree to accept without prejudice children referred and funded by the Frederick County Department of Social Services.
7. **DOCUMENT SUBMISSION:**
- a. The Provider will provide the Purchasing Department a **Certificate of Insurance**, including Workers Compensation, for each fiscal year of this contract as required in Regulation #100-1, Rental of School Facilities, (Attachment 3) as follows:

For the protection of the user, the Board requires that the user furnish to the Board a certificate of insurance satisfactory to the Board evidencing insurance coverage of not less than a combined single limit of bodily injury and property damage liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 in the general aggregate (including spectator liability) on a commercial general liability form; \$2,000,000 in products/completed operations aggregate; \$1,000,000 personal/advertising injury; \$50,000 fire damage legal liability; and \$5,000 medical expense. The certificate of insurance can only be cancelled upon 30 days written notice. The certificate of insurance shall state that the Board of Education of Frederick County is named as an additional insured on the insurance policy and waiver of subrogation must be included. Any deductibles or self-insured retentions should be noted on the certificate. The certificate holder shall read: Board of Education of Frederick County, 191 South East Street, Frederick, MD 21701.
 - b. The Provider will submit a copy of the **site license** for each FCPS site in which they operate.
 - c. **Pricing** submitted with this Agreement must be firm through the initial school year of this contract term. Thereafter, the Provider may change the pricing structure no more frequently than once per contract year. They will be requested to notify the Purchasing Department in writing prior to including this information in their parent contract.
 - d. The attached **Certification of Compliance** is required to be submitted.
8. **SATISFACTION SURVEYS:**
- a. The FCPS Contract Administrator will conduct a survey of site Principals annually.
 - b. The Provider is expected to conduct a survey of parents in their program annually to assess their satisfaction, and provide a summary of the results in writing to the Purchasing Department prior to February 28, of each contract year.

**AGREEMENT FOR OPERATION OF BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE
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- c. A site may be targeted for intervention by the Contract Administrator (after consultation with Chief Operating Office and /or school's Instructional Director) if the program receives less-than-satisfactory comments from the Principal and/or if the results of the parent survey indicate any recurring themes of dissatisfaction based on comparison to the overall FCPS regulations or program expectations. The Contract Administrator(s) will meet with the program coordinator/owner to discuss the survey results and a written plan for remediation will be required with the program coordinator/owner put on temporary probation. If appropriate corrections are made to the satisfaction of the site Principal and the Contract Administrator, the program may continue for the remaining period of the original three-year term. If not, the site may be re-assigned to another non-profit or not-for-profit company meeting the FCPS requirements.
9. The Provider agrees that it shall not in any way advertise or state that its Day Care Center has been approved, licensed, certified, rated, etc. by the Board of Education, nor in any way state or advertise that the Board is affiliated with, a partner to, collaborated with, etc. the Provider in its programs or operation, and that in all its written communications the Provider shall not in any way involve the Board as a party to its operations.
10. Any supplemental terms and conditions that are mutually agreed to by the Principal and the Provider and that do not violate the terms of this agreement should be attached.

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

IN WITNESS THEREOF the above parties affix hereto their signature:

Principal / Date

Provider / Date

Leslie Pellegrino / Date
Chief Financial Officer

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

Attachments:

- 1) Regulation #100-5, Auxiliary Custodians

Documents required to be returned by Provider with this Agreement:

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

Approval Path:

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

FREDERICK COUNTY PUBLIC SCHOOLS	Reg. No. 100-01
Subject: RENTAL OF FREDERICK COUNTY PUBLIC SCHOOLS FACILITIES	Issued: 1/1/86
Preparing Office: Office of the Superintendent	Amended: 1/29/20

I. Policy 203

II. Procedures

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

The Board of Education of Frederick County (BOE) recognizes that FCPS facilities are public buildings and, subject to provisions established by Maryland school laws, encourages their use by an approved community user group (CUG) when they are not being used for FCPS purposes. The Superintendent or designee is authorized to establish standard operating procedures and regulations which will provide for the use of FCPS facilities by CUGs without profit to the BOE; provided, however, that the costs of operation and maintenance are defrayed by the CUG.

1. Non-Profit 501(c)(3) Organizations

FCPS buildings and grounds may be used for educational, civic, social, religious, and recreational activities only by approved 501(c)(3)non-profit CUGs.

To meet the FCPS requirement as a non-profit organization, a CUG must be recognized by the Internal Revenue Service (IRS) as a non-profit 501(c)(3) organization. The CUG must submit an IRS determination letter stating this status to FCPS. CUGs may obtain information about IRS recognition as a non-profit organization and/or IRS determination letters at www.irs.gov

2. For-Profit Organizations

Rental of FCPS property by a for-profit business or CUG is not permitted.

B. FCPS Facilities Restricted for Outside Use

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

C. Special Operating Requirements

The BOE recognizes individual schools may have special operating requirements under the auspices of "Park School" agreements (shared use agreements with county or city parks and recreation) or other agreements approved by the BOE. These agreements

may contain provisions which sometimes may be at variance with BOE policy or FCPS regulation in order to meet the needs of specific situations.

D. Classification of Users and Charges

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

E. Applications to Become an Approved Community User Group (CUG)

1. An online application to become an approved CUG is made through the program found at www.fcps.org/uof. An application must be completed and submitted by a Frederick County adult resident who is a representative of the CUG. An application submitted on behalf of a governmental agency may be submitted by an official with the agency who is not a Frederick County resident.
2. The online application to become an approved CUG will be received by the Use of Facilities Coordinator. Proof of 501(c)(3) non-profit status and a valid certificate of insurance is required for approval. Once the request as a CUG has been approved, the CUG may submit a schedule request form (SRF) via the online program to request use of FCPS interior spaces or fields.

F. Standard Operating Procedures (SOP) for Use of Facilities

1. Refer to the SOP for Use of Facilities found at www.fcps.org/uof which details information on topics such as submitting a use of facility request form, requirements for valid certificate of insurance, invoicing and payment process, HVAC and custodial services, usage of high school auditoriums, accessing FCPS facilities, cancellation requirements, weather-related cancellations, summer hours, usage of FCPS grounds and fields, permission to mow or maintain FCPS fields, movie licenses, etc.
2. When updates are made to the SOP, an email announcement will be made to all approved CUGs and the revised copy will be posted on www.fcps.org/uof.

G. Scheduling of Facilities

1. Elementary and Middle Schools
A schedule request form (SRF) for use of gyms or fields at elementary and middle schools must follow a submission timeline, but event dates cannot extend past the end of the current fiscal year (June 30). An SRF for all other areas at elementary or middle schools may be submitted at any time within the current fiscal year. See SOP for full details, including the timeline for submission/processing of requests.
2. High Schools
An SRF for use of interior spaces or fields at high schools, other than swimming pools, shall be processed in accordance with the following schedule, but event dates cannot extend past the end of the current fiscal year (June 30). See SOP for full details, including the timeline for submission/processing of requests.

3. An SRF received on or before the established deadline date are to be held until the deadline date will be held until the deadline for consideration of all received SRFs.
4. An SRF received after the established deadline may be considered at the discretion of the principal or designee.

H. Priority Schedule

Use of facilities shall be determined in accordance with the order of priority as identified in Table I.

I. Charges – See Table II

1. The total fee could consist of:
 - a. Facility fee: Charges levied to offset costs of building operations and maintenance (applies to third, fourth and fifth priority users – See Table I).
 - b. Labor fee: Charges levied to cover FCPS personnel required to be present in the building for coverage of the event, including set-up and clean-up (applies to all priority users – See Table I).
 - c. Administrative Processing Fee: Charges levied to offset personnel time for services associated with the event (applies to second priority users only when not being charged an hourly facility fee – See Table I).
2. As a general rule, when a CUG uses FCPS facilities during a FCPS custodian's (or other in-house FCPS staff's) normal working hours, no labor charge will be assessed. If, in the judgment of the principal or designee, additional work is required in order for the custodian (or other FCPS staff) to accommodate the CUG's event, labor charges may be levied to the CUG for the number of overtime hours required.
3. FCPS staff will review Table II rates periodically and revise the rate schedule as appropriate, with approval of the BOE (per Policy 203.3).

J. Restrictions and Conditions Regarding Use of the Facilities

1. All use of facility events (particularly after regular school hours and weekends) must be entered on an online schedule request form for both internal FCPS events and CUG events.
2. FCPS facilities are to be used for programs and activities that extend benefits to students and the community. Inappropriate use of facilities includes, but is not limited to, for-profit commercial purposes, personal gain or profit, and use that is potentially disruptive to FCPS programs or could cause negative public opinion of the school system. It is not appropriate for an approved CUG (including a PTA or booster groups) to request use of facility on behalf of a for-profit group that they are not sponsoring.
3. The sale or use of tobacco products, alcohol, and controlled dangerous substances in any form is prohibited in FCPS buildings and on FCPS grounds at all times. FCPS buildings are defined as a local school system owned or leased building. FCPS grounds are defined as local school system owned or leased land that surrounds an FCPS building.

All CUGs must comply with BOE Policy 112 *Drug-free, Alcohol-free and Tobacco-free Workplace and School System*. Violations of the policy will result in permanent revocation of the CUG's status as an approved user of FCPS facilities.

4. BOE policy mandates that groups using FCPS facilities shall conduct activities that are orderly and lawful, of a nature not to incite others to disorder, and not restricted by reason of race, creed, color, sex, or age.
5. Gambling and games of chance, such as bingo, where cash prizes or prizes of significant value are awarded are prohibited on FCPS grounds. Raffles and 50/50 drawings conducted by groups such as PTAs, alumni associations, recognized employee associations, and booster groups are permitted with approval of the principal, or designee. Students are prohibited from selling or distributing 50/50 or raffle tickets.
6. FCPS buildings shall not be used for events or activities private in nature such as birthdays, anniversaries, weddings, receptions, funerals, or memorial services.
7. FCPS buildings and grounds may be used for non-partisan political debates and issues forums sponsored by FCPS or non-partisan organizations.

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

Nothing in the above shall serve to restrict the county Board of Elections in the administration of Election Day activities.

8. Rental of FCPS facilities for overnight activities is not permitted. The appropriate instructional director may approve exceptions that are consistent with the purposes and intent of this regulation.
9. There shall be no temporary or permanent signs, banners, or pennants placed in or on FCPS buildings or on FCPS grounds by any CUG except those associated with activities sponsored by FCPS or the PTA. Two exceptions are:
 - a. Activities carried on in FCPS facilities by the county Board of Elections shall be exempt from this restriction.
 - b. Other CUGs that use FCPS facilities may place temporary identification signs on FCPS grounds only during the actual hours the FCPS facility is used. At the conclusion of the use of the FCPS facility, the CUG must remove the signs.
10. All use of buildings and/or grounds is restricted to the area and to the activity as described on the SRF.
11. Continued use of an FCPS building by any group is contingent upon the following:
 - a. CUG taking proper steps to protect FCPS property.
 - b. CUG ensuring complete safety and the observance of policies and regulations concerning smoking or drinking in FCPS buildings.
 - c. Timely payment of invoices.

12. If a principal, or designee feels that a CUG is misusing the building, it is the duty of the principal, or designee to provide written correspondence documenting the misuse to the CUG. The principal or designee must report each incident to the Use of Facilities Coordinator via a Google form found on the Inside FCPS Use of Facilities webpage. If continued misuse occurs, the principal or designee may cancel future event dates with the CUG, and contact the Use of Facilities Coordinator about the possibility of terminating the CUG's privilege to use FCPS facilities (after investigation and determination by the Chief Operating Officer).
13. Occupancy of buildings or rooms shall not exceed capacities established by the fire marshal.
14. Vehicles will be parked in authorized parking areas only. Operation of vehicles on FCPS lawns and play fields is prohibited.
15. All after-hour use of FCPS facilities must be supervised by a person at least 21 years of age representing the user group.
16. Indoor FCPS facilities (gymnasiums, hallways, cafeterias, classrooms, etc.) may not be used for athletic activities which are normally played outdoors and/or for which the indoor facilities are not designed. This definition includes activities such as football, field hockey, cross-country, soccer, track, softball, lacrosse, baseball, etc.
17. Temporary structures including portable toilets, mobile concession stands, and beverage trailers may not be erected or placed on FCPS property without the permission of the school principal and the Chief Operating Officer. Beverage trailers and mobile concession stands will not be left on the FCPS grounds overnight. Large tents will not be erected on FCPS grounds. Temporary booths for PTA carnivals are exempt from this restriction.
18. Under no condition will an SRF for after-hour activities be approved where the SRF requires persons to be on a building roof. This includes firefighting practices, rappelling demonstrations, and other such activities.
19. It is at the discretion of the school principal to determine what areas/rooms may be available to a CUG; however, the following areas are not available for CUGs: portables, computer labs (see M.9.a), locker rooms (except in conjunction with pool usage), and high school concessions.

K. Indemnification Provision

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

L. Principal's Responsibility

1. The principal, or designee, is responsible for coordinating with the CUG the assignment of space necessary to accommodate the CUG's needs as indicated on the SRF.
2. The principal or designee is responsible for being familiar with use of facility documents and procedures found on the Inside FCPS Use of Facilities webpage.
3. The principal or designee is responsible for maintaining proper relationships with CUGs that use their facility.
4. FCPS equipment may be utilized by CUGs only with the consent of the principal, or designee. All equipment that is so utilized shall be returned in the same condition as when it was borrowed. Lost or damaged equipment shall be replaced or repaired at the sole expense of the CUG. Under no condition will equipment be removed from the FCPS facility. Some equipment will not be available to CUGs under any conditions. Damage to equipment must be reported by the principal or designee to the Use of Facilities Coordinator using the Incident Report Form found on the Inside FCPS Use of Facilities webpage.

M. User's Responsibility

1. The CUG must accept the entire responsibility for supervision of all persons associated with its activities, including participants and spectators in the building or on the grounds. The school custodian will not be expected to supervise the CUG activity. Supervision by the CUG shall include monitoring of entrance to ensure that only authorized persons are permitted in the building and that exterior doors remain locked/closed at all times.
2. The CUG must include all set-up requirements on the SRF. In no event are electrical power capacities to be exceeded.
3. Tables, chairs, and benches shall not be placed on the playing surface of tennis and multi-use courts. CUGs shall not bring heavy mechanical equipment on the grounds without approval of the principal, or designee. Portable booths and equipment shall be removed immediately after the activity.
4. It is assumed that all buildings and grounds shall remain in their original condition. Plans by the CUG for altering existing facilities is subject to approval of the principal or designee in coordination with the Director of Maintenance and Operations.
5. The CUG recognizes that FCPS facilities are available to the community for civic, social, and recreational purposes at hours other than those required for school-sponsored activities.
6. The CUG agrees that FCPS facilities may not be used by any organization, person, or persons who practice discrimination because of race, color, creed, sex, or national origin.

7. The CUG recognizes that FCPS facilities are not to be used for personal financial gain.
8. The CUG acknowledges that the charges for the facility shall be in accordance with Table II and shall include the labor time of the custodian(s) or other required staff assigned by the principal or designee as determined essential to the safekeeping and efficient operation of the FCPS facility.
9. CUGs are advised that technical equipment in FCPS facilities requires the attention of properly trained FCPS personnel.
 - a. A CUG may not use FCPS computer equipment unless special permission is received by the school principal.
 - b. When the kitchen portion of the cafeteria is requested, at least one of the Food & Nutrition Services staff must be on duty.
 - c. When an FCPS pool is requested, a pool operator must be on duty. (The assignment of a pool operator can be in lieu of a custodian.)
 - d. When a high school auditorium is requested to include use of theater lighting or sound systems, the high school auditorium facilitator will assign an FCPS-approved technician(s) to operate for the event. (See High School Auditorium Usage Guidelines for full details at www.fcps.org/uof)
 - e. Services provided in b-d above will incur a labor charge to the CUG. (See Table II).
10. The CUG agrees that alcoholic beverages, controlled dangerous substances, and games of chance are prohibited.
11. The CUG agrees to provide adequate supervision to ensure that good order is maintained.
12. The CUG agrees that fire regulations shall be strictly followed.
13. The CUG agrees that all activities shall be planned and clean-up provided so that facilities and grounds are ready for instruction on the next instructional day.
14. The CUG may impose an admission charge to cover expenses.
15. Youth sports programs seeking to use FCPS school facilities must distribute concussion information to parents or guardians on an annual basis. Via the SRF, each youth sports program will affirm to FCPS its intention to comply with concussion information procedures as available on the Centers for Disease Control web site at <http://www.cdc.gov>.
16. The CUG recognizes that in the event there is a breach of any of these responsibilities, it may result in revocation of privilege to any future use of FCPS facilities.
17. For the protection of the CUG, the BOE requires that the CUG furnish to the BOE a certificate of insurance satisfactory to the BOE evidencing insurance coverage of not less than a combined single limit of bodily injury and property damage liability

insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 in the general aggregate (including spectator liability) on a commercial general liability form; \$2,000,000 in products/completed operations aggregate; \$1,000,000 personal/advertising injury; \$50,000 fire damage legal liability; and \$5,000 medical expense. The certificate of insurance can only be cancelled upon 30 days written notice, and the CUG must notify the Use of Facilities Coordinator of its cancellation. The certificate of insurance shall state that the Board of Education of Frederick County is named as an additional insured on the insurance policy and waiver of subrogation must be included. Any deductibles or self-insured retentions should be noted on the certificate. The certificate holder shall read: Board of Education of Frederick County, 191 South East Street, Frederick, MD 21701. (See sample of an acceptable insurance certificate at www.fcps.org/uof)

N. Pool Use

1. All FCPS pools when in use shall be in the immediate control of a person who shall be referred to as a pool operator. The pool operator must be an FCPS employee who possesses a valid swimming pool operator's license. The pool operator is responsible for the maintenance and operation of pool equipment and for maintaining a healthy pool environment.
2. When the pool is open, at least one qualified lifeguard must be on duty. Additional guards will be required above the minimum at the rate of one additional guard for each twenty-five (25) users or portion thereof above the first twenty-five (25) users. For example, if there are thirty (30) users, two (2) guards are required.
3. A person may fulfill the functions of both lifeguard and pool operator when such duplication can be accomplished without adversely affecting safety and operational standards. No lifeguard shall be assigned any other duties such as out-of-water supervising, coaching, instructing, or cleaning, no matter how minor, while performing the duties of a lifeguard.
4. Persons acting as lifeguards shall be on deck and observing the pool whenever any person is in the water and shall not leave such post without ascertaining that all persons are out of the water.
5. To qualify as a lifeguard, the individual must be at least seventeen (17) years of age and must have on file, with the pool operator, a copy of a current senior life saving certificate and proof of current CPR training. Recognized life-saving certificates are those issued by the American Red Cross, the YMCA or YWCA.
6. The CUG using the pool will name a person in charge. The person in charge shall supervise the group and shall assume full responsibility for locker room supervision. Each group and/or individual shall be personally responsible for personal valuables left in locker areas.
7. Reservations for any swimming pool will not be granted for longer than six (6) months at a time.

8. The maximum pool capacity shall not exceed seventy-five (75) users in the water at any given time.

9. The charges for swimming pool use for all users are listed below:

\$80 per hour: Youth CUG that books and uses 150 or more hours during a 6-month period
\$90 per hour: Youth CUG that books and uses less than 150 hours during a 6-month period
\$100 per hour: Adult CUG that books and uses for any length of time

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

Use of the pool on weekends or holidays, or other non-school days when custodians are not normally scheduled, will require scheduling of a school custodian at rates found in Table II.

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

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

O. Field Use Cancellation

1. Use of any school field by a CUG may be cancelled at the discretion of the principal or the Chief Operating Officer based on weather and field conditions. (See SOP for more details.)
2. Use of any FCPS field may be cancelled for up to twelve (12) months if, based on the joint assessment of the principal or designee and the Chief Operating Officer or designee, the field meets one or more of the following conditions:
 - a. Use of the field by a CUG directly interferes with a scheduled FCPS event.
 - b. At least one-third of the field's turf cover has significantly deteriorated.
 - c. The field has unacceptable compaction levels or other safety-related concerns.
 - d. A repair program for the field is underway as a consequence of overuse, turf disease, or vandalism.
 - e. Use of the field interferes with construction under way at the FCPS facility.
 - f. The field is newly constructed and time is needed to establish a healthy turf and root system (available for use 18 months from opening of new school).

P. Rental of Central Office Facilities

1. Rental of the central office facilities at 191 South East Street, Frederick, MD 21701, by an approved CUG is limited to the first floor board room and conference room 1A.
2. Use of the board room by a CUG is limited to meetings, presentations, conferences, public hearings, or similar events. The board room may not be used for events such

as private parties, performances, recreation programs, religious services, or political rallies. Food and drink are not permitted in the board room.

3. Activities scheduled in the central office board room must conclude no later than 10:00 p.m.
4. Activities scheduled in the central office board room on weekends or holidays will require custodial support at the labor rates outlined in Table II.
5. The rental fee for the central office board room is identified in Table II (See Note 3).
6. The CUG must provide its own projection equipment. Internet access may not be available. Drop-down projection screens and microphone will be available for use. The CUG must detail equipment needs in the Set-Up Requirement section of the SRF.
7. All other procedures and requirements as outlined in this regulation will apply to the rental of the central office board room.

Approved:

Original signed by

Theresa R. Alban
Superintendent

Other Relevant Policies/Regulations/Documents

Policy 112 – *Drug-free, Alcohol-Free, Tobacco-free Workplace and School System*

Policy 203 – *Facilities and Grounds*

Reg. 100-05 – *Auxiliary Custodians*

Reg. 200-29 – *School Security and Safety*

Standard Operating Procedures (SOPs)

- For Approved Community User Groups (see www.fcps.org/uof)
- Various SOPs for internal FCPS use only (see Inside FCPS Use of Facilities webpage)

TABLE I – Priority List



FCPS Community User Group Priority List

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

FC = **F**acility **C**harge (Hourly; See Table II)

APF = **A**dministrative **P**rocessing **F**ee (See Table II)

LC = **L**abor **C**harge (Hourly or Flat Fee; See Table II)

FIRST PRIORITY - Frederick County Public Schools Related Groups

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

SECOND PRIORITY - Youth Groups/Youth Activities/Youth Organizations

<i>Youth Groups/Youth Activities/Youth Organizations</i>	<i>Building</i>	<i>Labor</i>
1. County Rec Councils - Youth Activities	APF	LC
2. Youth Athletic Associations		
3. YMCA Youth Programs		
4. Boy and Girls Scouts		
5. 4-H		

THIRD PRIORITY - Other Educational Groups

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

FOURTH PRIORITY - Federal, State, Local Government

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

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

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

Board of Elections State Mandated No Charge

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

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

NOTE 3: With the exception of First Priority users, all CUGs will be charged the stadium, auxiliary turf, and pool (shown in gray on Table II) use fees listed in Table II. There are no fee exemptions for use of the stadium field or track.

TABLE II – Facility Use Fees

-13-

Reg. No. 100-01

Frederick County Public Schools Community User Group Fee Structure

Priority Level	Administrative Processing Fee (APF)* \$2.00 per event date per application	Facility Charge (Hourly) a. Stadium Track Meet b. Stadium - Natural c. Stadium - Artificial d. Auxiliary Artificial Turf Field e. Pools	Facility Charge (Hourly)	Labor Charge Weekend (Hourly) Non-School Days (Hourly)
1st				✓
2nd	✓	✓		✓
3rd, 4th, 5th		✓	✓	✓

A		Hourly Facility Charges			
		Facility	Elementary	Middle	High
	a.	Stadium-Track Meets	N/A	N/A	\$75.00
	b.	Stadium-Natural Turf Field	N/A	N/A	\$75.00
	c.	Stadium-Artificial Turf Field	N/A	N/A	\$100.00
	d.	Auxiliary Artificial Turf Field	N/A	N/A	\$90.00
	e.	Pools	N/A	N/A	\$80.00/\$90.00/\$100.00 (See II.N.9 for details)
	f.	Auditorium	N/A	N/A	\$90.00
	g.	Gymnasium	\$35.00	\$45.00	\$55.00
	h.	Auxiliary Gymnasium	N/A	N/A	\$35.00
	i.	Cafeteria	\$15.00	\$25.00	\$35.00
	j.	Kitchen	\$20.00	\$30.00	\$40.00
	k.	Classroom	\$15.00	\$20.00	\$25.00
	l.	Media Center	\$20.00	\$30.00	\$40.00
	m.	Track Practice	N/A	N/A	\$10.00
	n.	Parking Lot Event	\$15.00	\$25.00	\$35.00
	o.	Use of Grounds/Fields	\$10.00	\$10.00	\$10.00
	p.	HS Baseball and Softball Fields	N/A	N/A	\$15.00
	q.	Tennis Courts	\$10.00 per court	\$10.00 per court	\$10.00 per court

B		Hourly Labor Charges **	Elementary	Middle	High
	1.	Custodian, Weekend or Non-School Day (regular school, school's auxiliary custodian or coverage pool)	\$27.50-FY20 \$30.00-FY21	\$27.50-FY20 \$30.00-FY21	\$27.50-FY20 \$30.00-FY21
	2.	Food Nutrition Services personnel	\$27.50-FY20 \$30.00-FY21	\$27.50-FY20 \$30.00-FY21	\$27.50-FY20 \$30.00-FY21
	3.	Sound/Lighting Technician	N/A	N/A	\$27.50-FY20 \$30.00-FY21

* Implementation of APF is effective 1/1/2020. APF is not charged when a facility charge is assessed.

** All labor rates are subject to annual inflationary increases or changes to negotiated agreements. Individual hourly rates are posted on the Non-Benefited Rate chart maintained by FCPS Human Resources.

NOTE 1:

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

NOTE 2:

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

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

FREDERICK COUNTY PUBLIC SCHOOLS	Reg. No. 100-05
Subject: AUXILIARY CUSTODIANS	Issued: 7/1/06
Preparing Office: Office of the Superintendent	Amended: 4/17/18

Policy 203

I. Procedures

A. Purpose

The purpose of this regulation is to define the use and role of an auxiliary custodian. An auxiliary custodian may represent:

- A Frederick County Public Schools (hereafter “FCPS”) employee (whose job title is other than custodian) who has volunteered to work after-hours or weekends to support a community user group’s use of an FCPS facility (referred to as an “FCPS auxiliary custodian”)
- A non-FCPS representative approved by a school principal to perform basic custodial tasks on behalf of a community user group when an FCPS employee is not available to perform that function (referred to as “community user group auxiliary custodian” and used only as a last resort).

B. Criteria for Use of an Auxiliary Custodian

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

The FCPS school principal shall seek custodial support for a community user group from the following (listed in order of priority):

1. A member(s) of the school principal’s regular custodial team, or
2. Another member of the principal’s school staff (approved and trained as an FCPS auxiliary custodian, including a completed Job Data Change Form and Auxiliary Custodian Volunteer Agreement -- See Section D), or
3. Another FCPS custodian (obtained through the FCPS Custodian Coverage Pool – See SOP on Inside FCPS – Use of Facilities webpage), or
4. A community user group auxiliary custodian (approved by principal and trained by school staff, including a completed Auxiliary Custodian Volunteer Agreement – See Section D).

Note: Any FCPS staff member who serves in an FCPS auxiliary custodian capacity assumes all custodial responsibilities and shall be instructed in access procedures, emergency response procedures, cleanup, and related tasks.

The rate of compensation shall be as provided in FCPS Regulation 100-01, Section II. A. 5. Table II – Hourly Building Charges/Rates – “Labor Charges per hour.”

A Job Data Change Form must be submitted to Human Resources in order to have a pay line created for the FCPS auxiliary custodian. The timesheet will be coded as “AUX” using account code 66078.

Community user groups that are given permission to use a community user group auxiliary custodian will not be assessed the labor charge as provided in FCPS Regulation 100-01.

C. School Principal Responsibilities

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

1. *Number of Auxiliary Custodians* – The school principal shall determine the number of auxiliary custodians that can be authorized for each community user group.
2. *Training* – School staff shall train auxiliary custodians in the location of cleaning equipment and supplies, alarm system procedures, appropriate emergency response procedures, and related information.
3. *Provisions* – The school principal shall provide an emergency contact list, one set of keys or magnetic access card, as appropriate, and a Notice of Loss/Damage form (found on InsideFCPS) for the auxiliary custodian to report any missing, damaged, or defective items in the facility.
4. *Meetings* – The school principal may convene meetings with auxiliary custodians to provide training and to address any outstanding issues or concerns. Auxiliary custodians are required to attend such meetings.

D. Responsibilities of an Auxiliary Custodian

1. *Supervision and Support* - Auxiliary custodians are entrusted with safeguarding FCPS facilities and fulfilling tasks related to use of the building in order to ensure safe and responsible occupancy. Basic tasks will include opening the facility, disarming the alarm system, ensuring proper behavior by the user group participants, cursory inspection and housekeeping, re-arming the alarm system, and securing the facility. The auxiliary custodian shall be present during the entire time the community user group occupies the facility and shall provide the necessary supervision and support.
2. *Criminal Background Check* – Individuals designated as community user group auxiliary custodians will be subject to fingerprinting for the purpose of a criminal background check prior to acting as an auxiliary custodian. The fingerprinting shall be scheduled by the auxiliary custodian by contacting the Human Resources Division. The community user group shall be responsible for this expense.
3. *Auxiliary Volunteer Custodian Agreement*-
 - a. Each auxiliary custodian (including both FCPS auxiliary custodians and community user group auxiliary custodians) and the school principal shall annually sign an FCPS “Auxiliary Custodian Volunteer Agreement” for each school in which they are authorized to act as an auxiliary custodian.
 - b. The completed Agreement form will be saved by the school’s FSDirect site administrator to K:\Auxiliary Custodian Volunteer Agreements.
 - c. This Agreement form must also be attached by school site administrator to the FSDirect schedule request form that is utilizing an auxiliary custodian. The auxiliary custodian’s name shall be listed in the box for Custodial in the Set-Up Requirement section of the request form.

4. *Cleaning* – The auxiliary custodian is responsible for cleaning any areas used by the community user group, to the standards required by the school principal or designee.
5. *Missing, Damaged, or Defective Items* – The auxiliary custodian shall promptly report any facility defects discovered when first entering onto the facility grounds or building and immediately report any item that poses an immediate hazard using the emergency contact list. Any item not posing an immediate hazard must be recorded and subsequently submitted to the school principal or designee.
6. *Key and Magnetic Access Cards* – The auxiliary custodian is solely responsible for safeguarding the keys and magnetic access card that he/she is provided. Lost or stolen keys and magnetic access cards shall be reported immediately to the school principal and Office of Security and Emergency Management for deactivation of the access card. Duplication is strictly forbidden. Key and magnetic access cards shall not be loaned or transferred to anyone, unless trained as an auxiliary custodian and authorized by the school principal. Unless approved by the building administrator, the keys and magnetic access cards shall be returned to the school principal within seven (7) calendar days of the conclusion of the authorized use by the community user group or future use of any FCPS facilities may be denied.
7. *Controlling Building Access* – The auxiliary custodian shall not permit any unauthorized groups or individuals to enter the building and will assure that all authorized occupants vacate the property before the auxiliary custodian leaves. The auxiliary custodian shall not access the facility outside of the dates and times designated on the FSDirect schedule request form.
8. *Mandatory Meetings* – Auxiliary custodians shall attend any meetings scheduled by the school principal to obtain training or discuss any issues or concerns.
9. *Fire Safety* – Auxiliary custodians shall become familiar with the location of fire extinguishers, fire alarm stations, and emergency exits. Under no circumstances shall the auxiliary custodian permit fire exits to be blocked. The auxiliary custodian shall be familiar with the procedures for safely evacuating the facility, including ensuring that occupants are properly accounted for and stationed at a sufficient distance from the facility.
10. *Other* – The principal may have further requirements particular to their facility when the FSDirect schedule request form is approved, or at other times as may be appropriate.

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

1. *Inadequate Cleaning* – Any cleaning that has to be performed by FCPS custodial employees to compensate for improper cleaning by a community user group will be invoiced for the actual cleaning time based upon the premium rate, as well as the cost of cleaning supplies should the situation require unusual treatment.
2. *Destruction or Theft of FCPS Property* – The community user group shall be responsible for the repair or replacement (at current cost) of any property stolen or damaged during their occupancy of the facility and possibly face criminal prosecution at the discretion of Frederick County Public Schools.

3. *False Alarms (Security and Fire)* – The community user group shall be responsible for any fines and services resulting from false alarms.
4. *Lost or Stolen Keys and Magnetic Access Cards* – The community user group is responsible for any costs associated with lost or stolen keys and magnetic access cards. This may include the cost of re-keying a facility to re-establish adequate security.
5. *Penalties* – Violations of any of the above may result in loss of facility use privileges and/or the option to use the auxiliary custodian by the community user group, as well as criminal prosecution, if warranted.

Approved:

original signed by

Theresa R. Alban
Superintendent

Frederick County Public Schools
AUXILIARY CUSTODIAN VOLUNTEER AGREEMENT
SCHOOL YEAR: 20__ - 20__

☐

Community User Group Auxiliary Custodian
Name of Community User Group Supporting:

☐

FCPS Auxiliary Custodian

Frederick County Public Schools and _____ hereby agree
(Volunteer's Name – please print)
as follows this _____ day of _____, 20__.

1. When requested, the volunteer agrees to serve as the auxiliary custodian during the dates and times specified on a School Dude FSDirect schedule request form with regard to a particular after-hours or weekend event for a community user group.
2. The auxiliary custodian will perform all such duties as may be reasonably required by Frederick County Public Schools; and in the performance of such duties, the auxiliary custodian will obey Frederick County Public Schools regulations and instructions.
3. A community user group auxiliary custodian will not be paid for services; the sole consideration being the permitted use of the school facility by the community user group. An FCPS auxiliary custodian will be paid according to the current regulation.
4. The auxiliary custodian agrees to abide by the requirements listed in FCPS Regulation 100-05, Section D - "Responsibilities of an Auxiliary Custodian."
5. This Agreement may be terminated by FCPS at any time for failure to abide by the terms and conditions outlined in this regulation.
6. A community user group auxiliary custodian is responsible for contacting the Human Resources Division to schedule fingerprinting prior to assuming duties of the auxiliary custodian.
7. At the direction of the building principal, an auxiliary custodian may be required to submit documentation certifying the required work has been completed.
8. Frederick County Public Schools hereby accepts the volunteer auxiliary custodian upon the terms herein stated.

SCHOOL: _____

(Volunteer's Signature)

(Principal's Signature)

Auxiliary Custodian's Cell or Home Phone:	Auxiliary Custodian's Address (street/city/state/zip):
	Email Address:

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

Access to building will be through _____ door.
Key card # _____ with access restricted to _____ during hours _____ to _____.

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

RFP 21MISC10
BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE SERVICES

TECHNICAL PROPOSAL

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

I. BUSINESS STRUCTURE

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

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

7. Will occasional care (e.g. drop-in) be offered during the school year and/or the summer months?
_____Yes _____No.
If yes, please describe schedule options and include the cost for daily care.
8. Please acknowledge your agreement to our requirement that a site remain open if at least 15 students are registered for before or after care.
9. Is it your intention to consolidate multiple sites during the summer months or in the event of a snow event if you are operating in more than one school within our county? If so, describe your proposed plan.
10. What special services do you provide for students with disabilities?

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

II. QUALIFICATION AND TRAINING

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

III. LICENSING AND INSURANCE

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

IV. LEGAL ISSUES AND FINANCIALS

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

V. VALUE ADDED SERVICES

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

VI. REFERENCES

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

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BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE SERVICES

FEE PROPOSAL

Assume the following conditions:

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

A. School Year Care - One Child:

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

*Total School Year Fees: \$ _____

B. Summer Care - One Child:

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

*Total Summer Fees: \$ _____

*TOTAL ANNUALIZED COST PER CHILD \$ _____

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

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

SIGNATURE ACKNOWLEDGING PROPOSAL

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

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

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

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

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

ACKNOWLEDGMENT OF ADDENDA (if applicable)

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

Date Received by Proposer/Bidder:

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

RFP 21MISC10, BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE SERVICES

FREDERICK COUNTY PUBLIC SCHOOLS

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

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

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

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

☐ required to be completed and notarized.

I, _____, being duly sworn, depose and state:

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

_____ and that I

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

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

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

(you may attach an explanation if necessary)

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

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

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

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

() Corporation

() Partnership

() Individual

() Other

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

RFP 21MISC10, BEFORE AND AFTER SCHOOL AND SUMMER CHILD CARE SERVICES

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 school (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. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. 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_____

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.

If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee's immediate family member has an ownership interest in the vendor's company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor's company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Conflict of Interest Disclosure	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative/Date

Printed Name of Vendor Authorized Representative