

HARFORD COUNTY PUBLIC SCHOOLS  
102 South Hickory Avenue  
Bel Air, Maryland 21014

**Pre-qualification Announcement**

20-BT-025

TITLE: *Pre-qualify, Select and Place a School-Age Child Care Provider at various Elementary Schools (as needed)*

PURPOSE: This prequalification is being done for the purposes of the selection and placement of a before and after care program at various schools (as needed).

PREQUALIFICATION PROCESS: Prospective providers will provide the Purchasing Office with the required qualification criteria specified below. An evaluation committee will review the submissions and identify qualified providers. Providers who are deemed qualified will be notified and required to provide a brief presentation and interview. Providers deemed not-qualified will be notified in writing.

PRE-QUALIFICATION INFORMATION All interested parties shall submit their qualification to the below mailing address.

MAILING ADDRESS: Purchasing Office  
Harford County Public Schools  
Administration Building, 3<sup>rd</sup> Floor  
102 South Hickory Avenue  
Bel Air, Maryland 21014

PURCHASING AGENT: Bobbie Tolston, CPPO, CPPB  
[Bobbie.tolston@hcps.org](mailto:Bobbie.tolston@hcps.org)

QUESTIONS: Questions must be emailed to [bobbie.tolston@hcps.org](mailto:bobbie.tolston@hcps.org).

PRE-QUALIFICATION DOCUMENTS REQUIRED:

- a. Name, Address, and brief History
- b. Proof of licensure with the State of Maryland
- c. Resume of Key Personnel (Management)
- d. Past experience in providing child care services
- e. Financial Statement
- f. Compliance with ethics and conflict of interest requirements
- g. Certificate of Insurance and compliance with HCPS indemnification and insurance requirements (*see Attachment: Exhibit. C*)
- h. IRS proof of non-profit status (501 (c)(3) exemption verification)
- i. Provide informational materials regarding program offering, operation, and space requirements
- j. Cost of Service
- k. HCPS/Provider partnership opportunities
- l. References
- m. Transition plan for placement of services within 30 to 60 days (when required)

**\*Note: Exhibits (A, B, and D) are samples (Qualified Providers will be required to submit the required documents, upon contract execution).**

## EXHIBIT A

### LEASE

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_, by and between the BOARD OF EDUCATION OF HARFORD COUNTY, Landlord, and the **(Provider Name)**, Tenant/Provider.

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the spaces listed on ON-SITE AGREEMENT, attached.

2. PURPOSE:

The sole purpose of the use of the leased space by the Tenant is set forth below. No other use will be permitted without prior approval of the Superintendent of Schools. All State, County, and City regulations shall be followed concerning the use, including the number of persons, noise, etc. It shall be the responsibility of the Tenant to obtain all required special permits. Summer usage is not permitted under this contract.

Before and after school day care when schools and/or offices are open, during the hours of operation as designated on EXHIBIT B, not to exceed 60 hours of operation per week. Days other than school days may be used with written permission of school principal. Other conditions and terms of operations are set forth in EXHIBIT A hereto and incorporated herein.

3. TERM OF LEASE:

The term of this Lease shall commence on the first day of school, **(EFFECTIVE START DATE)** and end **(EFFECTIVE END DATE)**.

4. RENT:

Tenant covenants and agrees to pay an amount designated on EXHIBIT A, attached, and invoiced monthly and payable to the Board of Education of Harford County in Bel Air, Maryland, at such address as may be provided by the Landlord.

5. ALTERATIONS AND FIXTURES:

Tenant shall not make any alterations, renovations or improvements to the premises.

6. MAINTENANCE AND REPAIRS:

The Landlord shall be responsible for the maintenance and repair of the exterior of the building, roof, heating and air conditioning equipment, parking lot and driveways. Tenant shall be financially responsible for the repair of the leased premises, including interior walls, partitions, ceilings, floors, doorways and fixtures, caused by damage inflicted by Tenant.

7. FOOD:

Upon approval of the Landlord, breakfast and/or lunch may be provided for students in such programs at a cost to be determined by the Department of Food and Nutrition. The



implementation of new meal programs must be evaluated and authorized by the Department of Food and Nutrition. Tenant must request, in writing, authorization to expand and/or add meal programs. Such requests shall be submitted to the Office of Operations for consideration. Snacks may be provided. Any food storage and refrigeration must be provided by Tenant.

8. RESTROOM FACILITIES:

Such Facilities will be available to Tenant on a reasonable basis.

9. INSURANCE REQUIREMENTS:

A. Coverage

All insurance coverage's must be underwritten by insurers allowed to do business in the state of Maryland and acceptable to Harford County Public Schools (HCPS.) The insurers must have policyholders' rating of "A-" or better, and a financial class size of "Class VII" or better in the latest evaluation by A. M Best Company, unless HCPS grants specific approval for an exception.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until 60 days prior written notice has been given to Landlord.

Tenant shall provide evidence of insurance by signed certificate of insurance for not less than the limits specified below:

Commercial general liability insurance for bodily injury, personal injury and property damage with minimum limits of:

\$1,000,000	per occurrence
\$1,000,000	personal and advertising injury
\$2,000,000	general aggregate; and
\$2,000,000	products/completed operations aggregate

Business Auto Liability: \$1,000,000 per accident

Workers' Compensation Statutory limits: Employers' Liability \$100,000 per accident

Umbrella Excess Liability or Excess Liability insurance or its equivalent with minimum limits of: \$2,000,000 per occurrence and aggregate

Tenant must provide Landlord with a Certificate of Insurance listing Harford County Public Schools as an additional insured for the general liability and umbrella excess insurance.

B. WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Tenant and its employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss damage, costs or expense (including attorney's fees) arising out of the Tenant's use or occupancy of the premises of the Board of Education or arising out of

the Tenant's operation on, at or adjacent to any premises of the Board of Education. Such waiver shall apply, regardless of the cause or origin of the loss or damage, including the negligence of the Board of Education, and its elected or appointed officials, officers, volunteers, consultants, agents and employees. The Tenant shall advise its insurers of the foregoing and such waiver shall be provided under the Tenant's commercial property and liability insurance policies and the Tenant's workers' compensation insurance policy.

**C. DAMAGE TO PROPERTY OF THE TENANT AND ITS INVITEES:**

The Tenant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Tenant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Landlord.

**D. INDEMNIFICATION:**

To the fullest extent permitted by law, the Tenant agrees to defend, indemnify, pay on behalf of, save harmless the Board of Education, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorney's fees and all other costs connected therewith, arising out of, or connected to the Tenant's use or occupancy of the premises of the Landlord.

**E. FIRE INSURANCE:**

The Landlord will provide fire insurance for the leased area of the building and leased area contents owned by the Board of Education of Harford County. Such insurance will not cover building contents owned by or in custody of the Tenant.

**10. DAMAGE OR DESTRUCTION OF LEASED PREMISES:**

If, as a result of casualty, the leased premises are rendered untenable in whole or part, the Landlord shall, at its expense, consider the repair of such damage, unless the Tenant terminates the Lease as hereinafter provided, and the rent shall abate proportionately as to the portion of the leased premises rendered untenable from the date of such casualty. If the leased premises are rendered untenable in whole or in part, Tenant, at its option, may terminate this Lease by notifying the Landlord within fifteen (15) days of the date of the casualty.

**11. QUIET ENJOYMENT:**

So long as Tenant complies with the terms of this Lease, Tenant shall continue to have the peaceful and quiet enjoyment of the premises and, if not, Tenant shall have the right to terminate the Lease by giving 20 days written notice to the Landlord.

**12. PARKING:**

Tenant is permitted to share the parking spaces as available on the land adjoining the building in common with the Landlord. School use of such space, however, shall have priority.

**13. UTILITIES:**

Landlord shall be responsible for payment of utilities.



14. TELECOMMUNICATIONS:

In the case the Tenant requires telecommunication, the Tenant will install and maintain all systems at no expense to the Landlord.

15. EQUIPMENT

School audio-visual equipment will not be available to the Tenant. The playground equipment will not be available when school is in session. Furniture for the classroom will be provided by the Landlord to the extent that it is available. All other supplies, equipment and materials shall be provided by the Tenant.

16. ACCESS TO LEASED PREMISES AND BUILDING:

The Landlord's authorized representatives shall have the right to enter upon the leased premises, at reasonable times, for the purpose of inspecting the same or of making repairs, additions or alterations to the building in which the leased premises are located.

17. DEFAULT:

If the Tenant fails to pay rent or any other money payable by Tenant to the Landlord pursuant to the terms of this Lease, the Landlord shall have the right, but not the duty, to exercise the remedies as provided by Maryland law of not less than fifteen (15) days prior written notice if the default is not cured during the fifteen (15) days following notice.

18. SIGNS:

The Tenant shall not place any signs upon the building except such as the Landlord has approved in writing.

19. NO WAIVER:

No waiver by the Landlord or Tenant of any breach of any one or more of the terms, covenants, conditions and agreements in this Lease shall be deemed to imply or constitute a waiver of the terms, covenants, conditions and agreements or of any subsequent breach thereof, and the failure of the Landlord or Tenant to insist upon the strict performance of the terms, covenants, conditions and agreements herein contained shall not imply or constitute any such waiver.

20. TERMINATION:

Landlord may terminate this lease for any reason. In the event of such termination, the Landlord shall provide 20 days written notice to the Tenant prior to such termination.

**Exhibit A – Effective (INSERT DATE)**

Section I: Space to be used by (**PROVIDER NAME**)

SCHOOL	AREA
School of Use Name	Primary --Cafeteria <input type="checkbox"/>
	Secondary—Gymnasium <input type="checkbox"/>

The primary space to be used by the school age childcare provider is the Cafeteria.  
 The secondary space available to school age childcare provider is the Gymnasium.  
 Spaces used are available with the following agreements:

- 1) The provider may access the gymnasium space for one-half hour (30 minutes) before school and one-half hour (30 minutes) after school. The specific times of access will be determined by mutual agreement between the school Principal and the child care provider. An hourly charge will be assessed.
- 2) On days where child care provider is on-site and providing services for the entire day, the provider may access the gymnasium for three (3) half-hour (30 minute) sessions. The specific times of access will be determined by mutual agreement between the school principal and the child care provider. An hourly charge will be assessed.

Section II: Rent

1) Rent is invoiced on a monthly basis from the Office of the Assistant Superintendent for Operations.

2) Rental Rates: Primary space – Cafeteria - \$/hour - This rate DOES NOT include THE \$per day RATE which is applied to custodial supplies.

Secondary space - Gymnasium - \$/hour

Custodial Supplies - \$/day

3) Rent Summary

Before/After*	Early Dismissal	Full Day**
\$/day	\$/day	\$/day

\*normal school day

\*\*days when schools are closed but offices are open

4) Fees are invoiced on a monthly basis from the office of the Assistant Superintendent for Operations.



5) **(SECOND TERM DATE)–**

Rental Rates: Primary space – Cafeteria - \$/hour. This rate DOES NOT include THE \$per day RATE which is applied to custodial supplies.

Secondary space - Gymnasium - \$/hour

Custodial Supplies - \$/Day

<b>Before/After*</b>	<b>Early Dismissal</b>	<b>Full Day**</b>
\$/day	\$/day	\$/day

6) Rental fees will be evaluated annually and are subject to adjustments consistent with those that are made to other fees for use of Harford County Public Schools.

7) The need for dedicated custodial services must be requested by the day care provider. Salary cost will be the Tenant/Providers’ responsibility and are not included in the flat hourly rate charged.

BOARD OF EDUCATION OF HARFORD COUNTY

\_\_\_\_\_  
**(SUPERINTENDENT NAME)**  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
**(AUTHORIZED PROVIDER TITLE/SIGNATURE)**

\_\_\_\_\_  
Date

## EXHIBIT B

### Harford County Public Schools Child Care Provider On-Site Agreement (Name of Provider)

Harford County Public Schools (HCPS) recognizes the value of school-age child care programs. School-age child care programs are designed to provide professional, developmental child care for school-age children in pre-kindergarten through grade five of working parents who reside within the attendance areas of designated schools.

All school-age child care programs using space in HCPS must be licensed and non-profit, i.e., IRS501(c)(3), and operate under an annual lease agreement prepared by the Office of Operations for HCPS. The annual lease agreement shall take precedence over terms found herein. The HCPS onsite agreement is intended to define requirements and operational agreements that are unique or specific to the local school community and child care provider allowing the school principal primary control of the many aspects of housing a school-age child care program while fostering an open and productive working relationship between the school community and the provider.

#### Program Elements

1. Operating Procedures
  - A. Hours of Operation
  - B. Scheduled School Closing
  - C. School Delay and Closing Due to Inclement Weather or Other Emergencies
2. Location of Program
  - A. Primary Space
  - B. Additional Space
3. Building/Program Access
  - A. Building Security
  - B. Entrance/Exit
  - C. Parent Drop-off/Pick-up Procedure
  - D. Parking
4. Administrative Requirements
  - A. Summer Usage
  - B. Space Maintenance
  - C. Policies and Procedures
  - D. Communication
  - E. Equipment/Supplies
  - F. Student Health
  - G. HCPS Support of Child Care Program



- H. Contact information
- I. Evaluation of Child Care Program
- J. Additional Site-based Agreements/Requirements

1. Operating Procedures

A. Hours of Operation:

- 1) Before School: **(Hours of Operation)**
- 2) After School: **(Hours of Operations)**
- 3) Full Days: **(Hours of Operations)**
- 4) Early Dismissal: **(Hours of Operations)**

B. Scheduled School Closing

- 1) The principal will furnish the provider with a copy of the school calendar, and alert the provider of any schedule changes throughout the year.
- 2) During holidays and/or winter and spring break, the child care program will close on days when HCPS schools and offices are closed. When HCPS offices are open during winter and spring break, the child care program will be allowed to open.
- 3) The Provider should refer to the current Parent-Student Handbook & Calendar published in August for scheduled school holidays and closing throughout the school year.

C. School Delay and Closing Due to Inclement Weather or Other Emergencies

- 1) Delayed Opening: Under the scenario of a delayed opening, the child care program shall follow the HCPS delayed opening schedule. **If HCPS delays the start time of the school day by a prescribed amount of time, the child care program must correspondingly delay the start time of before school care services by the same amount of time.** The Provider will be responsible for notifying all parents if the child care program is unable to be open/operate for any reason.

- 2) Early Closing: Under the scenario of an early closing, the child care program shall be allotted one hour, beyond the time of school closing, to make arrangements for parents to pick up children that are enrolled in the after school child care program.

The child care provider's staff will arrive fifteen minutes prior to the dismissal of students to receive children that are enrolled in the after school child care program. The Provider will be responsible for notifying all parents that the child

care program will be closing one hour after the time school is dismissing students and closing for the day.

3) Inclement Weather or Other Emergencies: The child care program will not operate/open when schools and offices are closed due to inclement weather or an emergency event/incident.

## 2. Location of Program

A. Primary Space: The cafeteria will serve as the primary space in which before and after care services are provided.

B. Additional Space: The Provider must receive the authorization of the school principal to utilize additional space beyond what is noted in the annual lease agreement. The lease agreement will be amended to reflect the additional use and fees will be accessed as noted.

1) Playground, exterior play areas and fields – No Charge

2) School kitchen will be accessible to the Provider for use of sinks (running water) and counter space for snack prep only. – No Charge

3) Storage closet/area – No Charge

4) Mailbox in main school office – No Charge

5) Gymnasium- Before 8:00 and After 4:00 fees specified in Exhibit A Lease Agreement

## 3. Building/Program Access

A. Building Security: Only HCPS employees (building administrator or custodian) are authorized to open and close the school building for the Provider.

B. Entrance/Exit: **(Locations of Provider Entrance at School)**

C. Parent Drop-off/Pick-up Procedure: Parent, or authorized adult, must be required to do the following:

1) Accompany/escort the enrolled child to the program's primary use space

2) Provide a signature on a sign in/out log when dropping and picking up a child that is enrolled into the before and after school child care program



D. Parking: Staff and parents will utilize the side parking lot (**Specify Location**)

4. Administrative Requirements

A. Summer Usage: Authorization to host a summer program must be obtained through the HCPS Use of Facilities Procedures. The provider must submit a HCPS Use of Facilities Application A to the local school for processing.

B. Space Maintenance

1) Cleaning Schedule

a. School Year: During the school year, HCPS custodial personnel are responsible cleaning the space daily.

b. Summer: During the use of a HCPS facility over the summer break, the need for housekeeping services and the requirements for cleaning will be determined jointly by the local school and the Provider. Once it is determined that custodial personnel should be assigned and dedicated to serving the housekeeping needs of the summer program, the Provider will be charged the employer's portion of FICA and Workers' Compensation in addition to the employee's gross pay for the hours worked by the employee.

2) Provider Responsibility

a. Return space to its original condition or better

b. Space must be left neat and clean

c. All equipment/supplies must be put away in approved storage areas after the end of each day

d. Tables and chairs must be wiped and clean

e. Floors must be swept clean

f. Lights and fans must be turned off

g. Windows must be closed and locked

C. Policies and Procedures

1) During the first week of school, the school will distribute school policies and procedures to the Provider.

- 2) During the first week of school, the Provider will distribute its handbook and calendar to parents.

D. Communication

- 1) School and Provider communication plan: **(Type the communication plan)**
- 2) Parent Communication: The Provider will contact parents directly regarding children disciplinary matters, program policy, procedures and day-to-day operations. Parents will be directed to contact the Provider regarding program services and offerings.

E. Equipment/Supplies

- 1) HCPS will provide tables, chairs and custodial supplies
- 2) The Provider will provide all program equipment, supplies, snacks, first aid and telecommunication devices
- 3) Use of HCPS TV and video equipment must be approved by the school principal
- 4) (other)

F. Student Health

- 1) Student Health Records: MSDE office of Child Care requires that parents/guardians give written consent for disclosure of children's health records to the Provider. The Provider will verify children's health information on file at school and consult with the school nurse regarding children's special needs.
- 2) Student Illness:
  - a. If a child becomes sick during the school day, the school will be responsible for contacting the parent to pick up the child.
  - b. If a child becomes sick while attending the child care program, the Provider will be responsible for contacting the parent to pick up the child.
  - c. If the school day ends and the parent have not arrived, the Provider will supervise the child on a cot in their space until the parent arrives.



G. HCPS Support of Child Care Program

- 1) To assist with outreach efforts associated with child care services, the school will provide student addresses.
- 2) The Provider will be allowed to distribute program materials (i.e., applications for enrollment, flyers) that will be sent home with students. The Provider is responsible for making copies of all materials to be distributed.
- 3) Other strategies for family outreach for the purposes of increasing enrollment must be approved by the Principal, Executive Director of Elementary Education, or Assistant Superintendent for Operations.

H. Contact Information School Administration

- a. **Principal Name**
- b. **Assistant Principal Name**
- c. **Lead Secretary Name**
- d. **Custodian Name**

1) **Provider Staff**

- a. **Executive Name**
- b. **On-site Director Name**
- c. **On-site contact information (phone number)**

I. Evaluation of Child Care Program

- 1) The Provider is responsible for supervising and evaluating all staff/volunteers involved in the child care program.
- 2) The Provider will request the written feedback from the Principal twice a year (December and May) via an observation form furnished by the Provider.

J. Additional Site-based Agreements/Requirements (N/A)

ACCEPTED:

**Provider Name**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

(School Name)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Principal

Date: \_\_\_\_\_

SAMPLE



## EXHIBIT C

### Harford County Public School System – Maryland

#### Insurance Requirements for Service/Consulting Contracts

##### 1. General Insurance Requirements

- 1.1 The Consultant shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Consultant has obtained at the Consultant's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Consultant will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
- 1.3 The Consultant shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Consultant herein unless any such requirement is expressly waived or amended by the Board in writing. The Consultant shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.
- 1.6 If the Consultant does not meet the insurance requirements of this Contract, the Consultant shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Consultant must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant, and are subject to Board's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.
- 1.9 If the Board is damaged by the failure or neglect of the Consultant to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Consultant shall bear all reasonable costs properly attributable thereto.

2. Consultant's Insurance

2.1 The Consultant shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Contractual liability protection for the Consultant from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 If the Consultant has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 If the Consultant is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent is required

2.1.5 Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$1,000,000	Each Claim or Wrongful Act; and
\$2,000,000	Annual Aggregate



- 2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Consultant's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Consultant.

**Special Notes:** ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitle "Additional Insured – Designated Person or Organization" or a manuscript endorsement with the below wording is required.

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract: \_\_\_\_\_ (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant's liability insurance policies required herein.)
- 2.4 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.5 If any liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions:
- 2.5.1 The Consultant shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- 2.5.2 The Consultant shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.
- 2.5.3 Umbrella Excess Liability or Excess Liability insurance or its equivalent with minimum limits of: \$2,000,000 per occurrence and aggregate

Tenant must provide Landlord with a Certificate of Insurance listing Harford County Public Schools as an additional insured for the general liability and umbrella excess insurance.



3. **Indemnification**

To the fullest extent permitted by law, Consultant agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Consultant under this Contract.

4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Consultant and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Consultant under this Contract. Consultant specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.

5. **Acknowledgment of Consultant's Independent Contractor Status and no Coverage For Consultant Under Board's Workers Compensation Coverage**

Consultant hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Consultant or its employees during the Consultant's performance of services for the Board. To the fullest extent permitted by law, the Consultant specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.

6. **Damage To Property of The Consultant And Its Invitees**

To the fullest extent permitted by law, the Consultant shall be solely responsible for any loss or damage to property of the Consultant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.



## EXHIBIT D

See attached Procedure (Amended on July 23, 2012)

# PROCEDURE

Harford County Public Schools

PROCEDURE TITLE: <b>Pre-qualifying, Selecting, and Placing a School-age Child Care Program (Before and After School Child Care)</b>		
ADOPTION/EFFECTIVE DATE: February 29, 1996	MOST RECENTLY AMENDED: July 23, 2012	MOST RECENTLY REAFFIRMED:
POLICY/PROCEDURE MANUAL SUMMARY CATEGORY:		

## I. Purpose and Scope

The purpose of this procedure is to establish the process regarding the pre-qualification, selection, and placement of school-age child care programs, and the use of Harford County Public Schools (HCPS) facilities for before and after school child care in accordance with *Section 7-109 of the Education Article of the Maryland Annotated Code (Exhibit A)* and the *HCPS Procedures for Use of Public School Facilities (Exhibit B)*.

## II. Program Statement

HCPS recognizes the value of school-age child care programs. A school-age child care program, which serves the HCPS community, is designed to provide professional, developmental child care of school-age children in prekindergarten through grade five. These services may be offered to the parents whose school-age children are enrolled in the elementary school where the services are provided.

All school-age child care providers using space in HCPS must be licensed by the State of Maryland to provide child care services in a public school facility, be a certified non-profit organization, i.e., IRS-501(c)(3), be pre-qualified by HCPS, and operate under a HCPS on-site agreement and a lease agreement.

*Lease and on-site agreements are executed for a term of one year. The selection of a new provider requires the issuance of a new lease as set forth under these procedures. Principals must notify the Executive Director of Elementary School Performance and the Assistant Superintendent for Operations to initiate the selection process and/or a change in services or providers.*

## III. Definitions

- A. Provider: Entity that manages and offers school-age child care programs and services.
- B. Facility: Any school building, site, office, or real property owned or leased by the Board of Education of Harford County.
- C. Pre-qualification: The determination, based on review and consideration of various criteria including, but not limited to, financial capability, reputation, and management as to



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whether a child care provider is qualified to provide child care services in a Harford County Public School facility.

- D. Debarment: The disqualification, for lawful reasons, of a child care provider to receive from Harford County Public Schools invitations for requests for qualifications, or to submit responses to requests for qualifications or to lease, for the purposes of providing child care services, a Harford County Public School facility for a specified time commensurate with the seriousness of the reasons for the debarment.

#### IV. Process for Pre-qualifying, Selecting, and Placing a School-age Child Care Provider

##### A. Pre-qualification Process

##### 1. Qualification Criteria

- a. Name, address, and brief history of provider
- b. Proof of licensure with the State of Maryland
- c. Resume of personnel
- d. Past experience in providing child care services
- e. Financial statement
- f. Compliance with ethics and conflict of interests requirements
- g. Certificate of Insurance and compliance with HCPS indemnification and insurance requirements
- h. IRS proof of non-profit status (501(c)(3) exemption verification)
- i. Provide informational materials regarding program offering, operation, and space requirements
- j. Cost for services
- k. HCPS/Provider partnership opportunities
- l. References
- m. Transition plan for placement of services within 30 to 60 days

##### 2. Announcement of Request for Qualifications - Solicitations for providers shall be administered in the following manner:

- a. Advertise on eMaryland Marketplace
- b. Advertise on HCPS website
- c. Direct solicitation

##### 3. Out-of-Sequence Pre-qualification Process

Providers who are interested in being pre-qualified for offering before and after school child care services at a HCPS school facility must submit a statement of qualifications to the Purchasing Department. Statements must provide the criteria for qualifications defined in Section IV.A.1 and meet the presentation and interview standards as defined in Section IV.A.5 of this procedure. An out-of-sequence pre-qualification packet may be submitted at any time and must be submitted to:

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Supervisor of Purchasing  
102 S. Hickory Avenue  
Bel Air, Maryland 21014

#### 4. Evaluation of Qualifications

The evaluation committee shall be made up of three (3) to five (5) members, assembled with the intention of including those individuals and groups who are identified as stakeholders. The stakeholders include personnel in the local school, the Executive Director of Elementary School Performance, the Assistant Superintendent for Operations, and the Supervisor of Purchasing. The committee shall be chaired by the Supervisor of Purchasing or designee. The process will include the following procedures:

- a. Statements of qualifications shall be assembled and distributed to each member of the evaluation committee.
- b. Each member of the evaluation committee shall review qualifications for each provider.
- c. The committee shall meet after all evaluations have been completed. The results of each member's evaluation shall be compiled and a short-list of providers developed.
- d. A letter shall be forwarded to the short-listed providers advising them of the interview process. Providers not short listed shall be advised of their status.

#### 5. Presentations and Interviews

Prospective providers shall be rated on the following factors which are listed in random order and shall be given equal weight. The interview format will consist of two (2) parts. The first shall be a presentation by the representatives of the provider. The presentation should focus on the items listed herein. The second part will consist of questions developed by the committee. Each provider will be asked the same questions. Follow-up questions are permitted if additional information or clarification is required. The questions shall be scored by using a consistent method or process. Additional factors may be added if deemed appropriate by the committee:

- a. Experience
- b. Program offerings
- c. Safety
- d. Communication strategy
- e. Community engagement philosophy
- f. Cost for services



### 6. Scoring and Selection

The committee members shall score each of the providers interviewed. The results of each member's scoring shall be compiled and used to determine whether a potential provider is qualified, or not qualified, to provide child care services in a HCPS school facility.

### 7. Recommendation and Approval

Upon successful completion of the selection, the committee chairperson shall prepare a summary of the selection process and the recommendation of the selected providers for approval by the Superintendent.

### 8. Length of Pre-qualification Status

Providers will be pre-qualified until such time as HCPS may deem it necessary to re-evaluate the vendor's status.

## B. Provider Selection Process

1. Local schools are responsible for interviewing and selecting the pre-qualified provider that will offer child care services for a school community.
2. If there is a first-time interest in day care from the parents, community, or a licensed non-profit day care provider, a preliminary survey will be distributed to determine if there is sufficient interest in a school-age child care program. This survey will be presented to the entire school community. In the event that there is already a program in place, and the interest is to consider replacing the existing program, the survey will also be presented to the entire school community.
3. The principal will notify the Executive Director of Elementary School Performance and the Assistant Superintendent for Operations of the interest in a child care program being placed at a school or of the interest to consider a different child care program.
4. A meeting with the PTA, a school administrator, and the Executive Director of Elementary School Performance will be scheduled to evaluate the interest, the results of the survey, and to make a decision on how to proceed.
5. Once it has been determined that the survey results indicate the parents' desire for a school-based child care program, or the need to consider a different child care program, the principal will facilitate the selection process. At the request of the principal, of the Assistant Superintendent for Operations and/or the Supervisor of Purchasing will assist with the process.

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6. The principal will form a child care selection committee. The selection committee shall be made up of five (5) to seven (7) members, and shall be assembled to include the local school administration and parent representatives. The committee shall be chaired by the principal or designee. The process will include the following procedures:
  - a. The principal shall request that the Department of Purchasing provide statements of qualifications for pre-qualified child care providers that are in good standing with HCPS.
  - b. The principal shall assemble and distribute statements of qualifications to each member of the selection committee.
  - c. Each member of the selection committee shall review qualifications for each provider.
  - d. The committee shall meet after all evaluations have been completed. The results of each member's evaluation shall be compiled and a short-list of providers developed.
  - e. A letter shall be forwarded to the short-listed providers advising them of the interview process. Providers not short-listed shall be advised of their status.
  - f. Each short-listed provider will inspect the designated space to be used for child care services.
  - g. Each provider will make a presentation to the selection committee.
  - h. If deemed necessary by the selection committee, presentations by child care providers are to be offered to the general parent body at either a special parent meeting or during an open PTA/PTSA meeting. The purpose of the presentation would be to obtain feedback from those interested in child care services and providing input in the selection of a child care provider.
  - i. When interviewing the providers, schools will evaluate the presentation parameters as noted in *Section IV.A.5: Presentations and Interviews*. Questions shall follow the factors listed below. Providers shall be rated on the following factors which are listed in random order and shall be given equal weight. Additional factors may be added if deemed appropriate by the committee.
    - 1) Experience
    - 2) Program offerings
    - 3) Safety
    - 4) Communication strategy
    - 5) Community engagement philosophy
    - 6) Cost for services



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## Harford County Public Schools

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- j. Providers will be selected through the use of a ranking or survey tool. The committee members shall score each of the providers interviewed. The results of each member's scoring shall be compiled and used to select a child care provider for the school community. Only those committee members who attend the full presentation session will be allowed to provide feedback.
- k. Once the selection committee has made its decision, the principal will notify the Assistant Superintendent for Operations of its selection. The Office of Operations will notify all providers of the results of the selection process.
- l. Excluding circumstances under which a child care provider's lease agreement is terminated, the process for selecting a child care provider must be completed prior to December 1 of the preceding year in which services are to be provided. (Exhibit E: Process Schedule)

### C. Provider Placement Process

1. Once a provider has been selected, the Office of Operations will provide the school and provider a copy of the following:
  - a. *Use of Facilities Procedure (Exhibit B)*
  - b. *Draft On-site Agreement (Exhibit C)*
  - c. *Draft Lease Agreement (Exhibit D)*
2. The principal and the provider's on-site representative shall agree upon the terms of the *On-site Agreement*, outlining logistical and programmatic elements. Once executed, an original copy of the agreement shall be forwarded to the Office of Operations. The provider will also forward a signed original of the *Lease Agreement* for execution. In the event the school and provider cannot agree upon one or more items, the Assistant Superintendent for Operations will make the final decision regarding the terms.
3. Following the receipt of the executed *On-site Agreement* and the signed *Lease Agreement*, the Office of Operations will obtain the signature of the Superintendent of Schools and will forward a copy of all executed agreements to all parties.

### V. Responsibilities After Placing a School-age Child Care Program

#### A. Responsibilities of Principals

1. Enforce all local, state, and HCPS rules, regulations, policies, procedures, and agreements pertaining to the use of school facilities.
2. Manage and coordinate the daily use of the school by the child care provider.

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## Harford County Public Schools

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3. Principals and other administrators should not address parental concerns regarding services provided by child care providers. Providers should communicate directly with parents/guardians who are utilizing the child care services.
  4. If a parent/guardian contacts a principal regarding issues related to contractual child care services, the principal should refer the parent/guardian directly to the child care provider's on-site staff member to discuss any questions or concerns related to the care furnished by the provider.
  5. If any issues or concerns related to the lease requirements or the use of the school facilities arise, the principal should:
    - a. Initiate a discussion with the on-site staff member to resolve any issues in a timely and amicable manner.
    - b. If issues continue to cause concern, the concern should be documented and presented to the provider requesting remedy. Written documentation should be maintained on file.
    - c. The Office of Operations should be contacted for further assistance if the issues are not resolved.
  6. Assure that the provider submit a *Use of Facilities Application A* for use of a HCPS facility above and beyond the terms or scope of the *On-site* and *Lease Agreements*.
- B. Responsibilities of the Office of Operations and the Office of Business Services
1. Invoicing and receipt of payment is processed by the Office of Operations and the Office of Business Services.
  2. Administer the *Use of Facilities* process to include amendments to lease agreements and conditions for use.
  3. Provide assistance to schools during use of a school facility by a child care provider.
- C. Responsibilities of the School-age, Child Care Program
1. Appropriate and timely notification to parents of service offerings and enrollment requirements.
  2. Operate so as not to interfere with regular school programs.
  3. Compliance with federal, state, and local codes, requirements, and mandates.
  4. Accept and comply with the following HCPS procedures and associated requirements:



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## Harford County Public Schools

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- a. *Pre-qualifying, Selecting and Placing of a School-age Child Care Program*
- b. *Use of Facilities Procedure*
- c. *Executed On-site Agreement*
- d. *Executed Lease Agreement*

### VI. Access to Schools

Under no circumstances should keys to any HCPS facility be made available to any child care provider owner, director, or staff member.

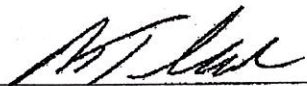
### VII. Debarment

For lawful cause, HCPS has the authority to debar providers from providing child care services in Harford County Public Schools.

### VIII. Disputes

The Superintendent, or her/his Designee, shall decide any disputes that arise from the implementation of this procedure. Decisions of the Superintendent may be appealed to the Board of Education.

Approved By:



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Robert M. Tomback, Ph.D.  
Superintendent of Schools

# PROCEDURE

Harford County Public Schools

Procedure Action Dates		
ACTION DATE	ACTION DATE	ACTION DATE
Adopted 2/29/96		
Amended 7/23/12		

Responsibility for Procedure Maintenance & References		
LAST EDITOR/DRAFTER NAME: Cornell S Brown, Jr.	JOB POSITION OF LAST EDITOR/DRAFTER: Assistant Superintendent for Operations	
PERSON RESPONSIBLE: Cornell S Brown, Jr.	JOB POSITION OF PERSON RESPONSIBLE: Assistant Superintendent for Operations	
DESIGNEE NAME:	DESIGNEE POSITION:	
REFERENCE 1 TYPE:	REFERENCE 1 NO.	REFERENCE 1 DESCRIPTION:
REFERENCE 2 TYPE:	REFERENCE 2 NO.	REFERENCE 2 DESCRIPTION:
REFERENCE 3 TYPE:	REFERENCE 3 NO.	REFERENCE 3 DESCRIPTION:
REFERENCE 4 TYPE:	REFERENCE 4 NO.	REFERENCE 4 DESCRIPTION:
REFERENCE 5 TYPE:	REFERENCE 5 NO.	REFERENCE 5 DESCRIPTION:
PROCEDURE NUMBER PRIOR TO NOVEMBER 1, 2005: Page 1775		



# PROCEDURE

Harford County Public Schools

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## EXHIBIT E: PROCESS SCHEDULE

Activity	Begin Selection Evaluation	Complete Selection Process	Complete Lease Review	Execute Lease
Milestone Date	Prior to September 1	Prior to December 1	Prior to March 1	Prior to July 1