

# Northampton County Public Schools

November 4, 2022

To All Interested Parties:

Please find attached hereto our Request for Proposal (**RFP**) **2023-01 After School Child Care Program (3<sup>rd</sup> attempt)**. Please read carefully the information contained herein.

The submittal, **consisting of the ORIGINAL proposal and seven (7) additional copies** will be received no later than **2:00 p.m. Eastern Standard Time (EST), November 17, 2022**. You are **also requested to submit one (1) redacted hard copy (if applicable), and one (1) electronic copy on CD-ROM, flash drive, or similar for document management purposes**. The electronic copy should consist of no more than three (3) files. In the case of any discrepancy, the original hard copy proposal prevails.

An envelope template in **Attachment A** has been provided for your use to be affixed to the outside of the envelope of your firm's RFP response. Failure to utilize the envelope template may result in your proposal not being received in a timely manner, which may result in your proposal not being considered.

Sincerely,

Jaime Cole, EdD  
Superintendent of Schools

*The Northampton County Public School System is an equal educational opportunity school system. The School Board of Northampton County Public Schools adheres to the principles of equal opportunity in employment and, therefore, prohibits discrimination in terms and conditions of employment on the basis of race, sex, national origin, color, religion, age, or disability.*

**LETTER OF TRANSMITTAL**

**Request for Proposals (RFP)**

**After School Child Care Program**

**\*\*\*THIS FORM MUST BE SIGNED BELOW AND RETURNED IN THE PROPOSAL TO BE CONSIDERED A VALID OFFER\*\*\***

ISSUE DATE: NOVEMBER 4, 2022  
TITLE: AFTER SCHOOL CHILD CARE PROGRAM

ISSUED BY:  
Jaime Cole, Superintendent  
jdcole@ncpsk12.com  
Northampton County Public Schools  
7207 Young Street  
Machipongo, VA 23405

RFP NUMBER: 2023-01
USING DEPARTMENT: STUDENT SUPPORT SERVICES
CLOSING DATE: NOVEMBER 17, 2022
CLOSING TIME: 2:00 P.M., EST

<b>How did you hear about this Bid / RFP?</b> (Please check all that apply)	
<input type="checkbox"/> NCPS Website	<input type="checkbox"/> DemandStar Website
<input type="checkbox"/> Mail	<input type="checkbox"/> MBE Office
<input type="checkbox"/> Plan Room	<input type="checkbox"/> Other _____
<input type="checkbox"/> Newspaper	

Sealed proposals will be received until **2:00 p.m., November 17, 2022** for furnishing goods and services described herein. If necessary, an addendum will be posted on the Northampton County Public School website [www.ncpsk12.com](http://www.ncpsk12.com)

**Proposals may be mailed or delivered to the Superintendent's Office at the address listed above.**

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers, And Agrees To Furnish Services Requested In The Solicitation. I Hereby Certify That The Information Supplied Herein Is Correct And That Neither The Vendor Nor Any Person(s) Connected With The Vendor As A Principal Or Officer, To My Knowledge, Is Not Debarred Or Otherwise Declared Ineligible By Any Agency Of The Federal, State and/or Local Government, The Commonwealth Of Virginia, Or Any Locality In The State Of Virginia, From Contracting To Provide The Goods and/or Services Requested Herein, Nor Is It An Agent Of Any Person Or Entity That Is Currently So Debarred.

**THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM.**

**Name and Address of Firm:**

\_\_\_\_\_  
(Firm)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City)  
\_\_\_\_\_  
(State) (Zip Code)

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

Signature: \_\_\_\_\_  
(Please sign in ink)

Name: \_\_\_\_\_  
(Please print signer's name)

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

FEI #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

I agree to the Cooperative Procurement Clause Yes  No

Acknowledge receipt of Addendum #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

(Initial above for each addendum received)

**VENDOR'S AUTHORIZATION TO TRANSACT BUSINESS  
IN THE COMMONWEALTH**

**Please complete and return with bid / RFP response.**

To the extent the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership; such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

State Corporation Commission Identification Number: \_\_\_\_\_

or

Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission:

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**NORTHAMPTON COUNTY  
PUBLIC SCHOOLS**

**AFTER SCHOOL  
CHILD CARE PROGRAM**

**Request for Proposals**

**Part 1  
Project Background**

## **1.1 INTRODUCTION**

Northampton County Public Schools (hereafter, known as the district) seeks proposals from qualified firms to provide a before and after school childcare program. The district requires services to begin upon award and the program to be fully operational by November 28, 2022.

Through this Request for Proposal (RFP), the district is seeking to identify a vendor who can most fully meet the needs of the district as specified in this document and any associated attachments.

## **1.2 BACKGROUND**

To assist working parents, the district offers on-site after school childcare for school age children in approximately two elementary schools (K-6).

Beginning in the 2022-2023 school year, the school start and stop times are being adjusted to address growth, provide support, and improve service. The district is seeking to expand its school-based childcare options to include after school options. See Attachment E for the new schedule.

The successful vendor shall demonstrate the ability to provide a before and after school childcare program for the district.

## **1.3 PROJECT SCOPE**

The district is seeking sealed proposals from qualified vendors that have demonstrated competence and possess the ability and experience to provide a high quality before and after school program that is cost effective for parents. The vendor must employ appropriate and sufficient staff that are skilled, qualified, and committed to providing age-appropriate enrichment opportunities for school age children in a safe, positive, and highly engaging environment. The vendor will be expected to maintain effective partnerships with parents/guardians and District staff, including open communication and opportunities for feedback.

## **1.4 COOPERATIVE PROCUREMENT**

The School Board of the Northampton County Public Schools acts only as the contracting agent and is not responsible or liable for any costs, expenses, placement of orders, payment, or discrepancies, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain goods/services pursuant to this cooperative procurement provision.

It is the vendor 's responsibility to notify the jurisdictions of the availability of contract(s). Vendors desiring to offer to other jurisdictions under this clause shall so indicate on the Letter of Transmittal.

## **1.5 GUIDELINES**

By virtue of submitting a proposal, interested parties are acknowledging:

- A. This RFP is a request for after school childcare services.

- B. It is the intention of the district to enter a primary contractual relationship with a single firm who will serve as the prime vendor legally and financially responsible for providing the requested services.
- C. Proposals and pricing must be submitted for the entire scope of coverage contained in this RFP.
- D. The district reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interest of the district. The district also reserves the right to meet with vendors at any time to gather additional information. Furthermore, the District reserves the right to delete or add specific coverage up until the final contract signing.
- E. This procurement involves a negotiated contract for non-professional services as defined in § 2.2-4301 of the Virginia Public Procurement Act. It is anticipated that, once the district identifies two (2) or more viable vendors, after demonstrations and other evaluative processes deemed necessary, competitive negotiations will take place with the vendors. The district will consider all cost and proposal elements to be negotiable and not artificially constrained by the internal corporate policies of the vendor. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase.
- F. The district reserves the right to order items from State Contracts or other competitively negotiated contracts offered by cooperative purchasing organizations, such as U.S. Communities, if it is deemed in the best interest of the district.
- G. All vendors submitting proposals agree that their terms are valid for a minimum of 120 days after proposal submission to the district.
- H. All vendors hereby certify that they have carefully examined all the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that their submittal is based upon the terms, specifications, requirements, and conditions of the RFP. The vendor further agrees that the performance time specified is a reasonable timeframe, having carefully considered the nature and scope of the project as aforesaid.
- I. All questions should be submitted **in writing** to Jaime Cole, Superintendent, no later than **seven (7) calendar days prior to the RFP due date**. All questions requiring clarification to the specifications will be answered to the extent possible in the form of addenda. The addenda will be published on the district's website ([www.ncpsk12.com](http://www.ncpsk12.com)). Any oral responses are not official. Vendors are encouraged to check the district's website daily up to 48 hours prior to the proposal closing to check and secure any addenda. Vendors not having access to the Internet should contact the District's Office and request that any addenda issued be provided through U. S. mail. Receipt of addenda must be acknowledged on the Letter of Transmittal.
- J. When responding to this RFP, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copies and electronic documents according to the instructions.



This solicitation is subject to the provisions of the district's purchasing procedures as well as the Virginia Public Procurement Act, which are hereby incorporated into this RFP by reference.

- K. The District is not responsible for any errors or ambiguities associated with the analysis of the vendor's proposal.
- L. It is the intent to award a contract by **November 2022**. It is the intent of the district that the successful vendor's proposal, any additional information requested, and negotiated changes will be incorporated by reference into this agreement. The district will issue a Letter of Intent, Award Letter, and / or Agreement for the services procured.
- M. The contract term will commence **upon award** and expires **June 30, 2023**. The contract may be extended upon mutual agreement of both parties for **four (4) additional one-year periods** beginning July 1 of each year and ending June 30, 2027. Proposed cost changes must be initiated by the successful Vendor and must be settled no later than sixty (60) days prior to the renewal date for each contract year or costs will remain the same as the previous year.

Price changes will be negotiated only at the time of contract renewal.

- N. The District reserves the right to re-solicit these services, for any reason, at any time during the contract period.

Northampton County  
Public Schools

**AFTER SCHOOL  
CHILD CARE PROGRAM**

**Request for Proposals**

**Part 2  
General Submittal  
Requirements**

## **GENERAL**

Submittals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis will be placed on completeness and clarity of content.

Follow the format in Part 4 of this RFP to provide required information. Failure to use this format may result in the vendor's submittal not being considered.

The vendor's submittal shall be signed by an authorized representative of the firm making submission. All information requested shall be submitted. Failure to submit all information required may result in the vendor's submittal being rejected or a lowered evaluation of the submittal.

An oral presentation may be required to provide the potential submitter an opportunity to clarify or elaborate on their submittal. This will be a fact finding and explanation session only. No negotiations will be conducted during this time. Any presentation requested may or may not be required and will be scheduled by the District's Purchasing Department.

## **GENERAL TERMS AND CONDITIONS**

### **2.1 ANTI-DISCRIMINATION**

By submitting their proposals, vendors certify to the district that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the vendor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.
  3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The vendor will include the provisions of A above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **2.2 ETHICS IN PUBLIC CONTRACTING (SEC 2.2-4367 ET SEQ. CODE OF VIRGINIA)**

By submitting their proposals, vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## **2.3 CERTIFICATE OF COMPLIANCE**

Effective July 1, 2006, amendments made to the *Code of Virginia* § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The district requires a completed Certificate of Compliance. This certificate shall be attached to the contract document. (**Attachment B**).

## **2.4 DEBARMENT STATUS**

In compliance with this request for proposal and to all the conditions imposed therein and hereby incorporated by reference, the vendor offers, and agrees to furnish services requested in this solicitation. The vendor attests their firm is not currently debarred or otherwise declared ineligible by any agency of the Federal, State and/or Local Government, the Commonwealth of Virginia, or any locality in the State of Virginia, from contracting to provide the goods and / or services requested herein, nor is it an agent of any person or entity that is currently so debarred.

## **TERMS AND CONDITIONS**

Modification of or additions to the General Terms and Conditions of the solicitation may cause for rejection of the proposal; however, the district reserves the right to decide, on a case-by-case basis, at its sole discretion, whether to reject such a proposal.

## **2.7 PRECEDENCE OF TERMS**

If there is a conflict between the other Required General Terms and Conditions and any Special Conditions in this solicitation, the Special Conditions shall apply.

## **2.8 QUALIFICATIONS OF VENDORS**

The district may make such reasonable investigations as deemed proper and necessary to determine the ability of the vendor to perform the services and/or furnish the goods required, and the vendor shall furnish to the district all such information and data for this purpose as may be requested. The district reserves the right to inspect the vendor's physical facilities prior to award to satisfy questions regarding the vendor's capabilities. The district further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such vendor fails to satisfy the district that such vendor is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated therein.

## **2.9 ASSIGNMENT OF CONTRACT**

A contract shall not be assigned by the vendor, in whole or part, without the written consent of the district.

## **2.10 DEFAULT**

In case of failure to deliver goods and / or services in accordance with the contract terms and conditions, the district, after due written notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies, which the district may have. Any vendor judged non-responsive or in default will be removed from the district's bidder's list for a minimum of one (1) year or one (1) bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the vendor and a representative of the District's Purchasing Department in which the vendor supplies appropriate documentation that the original problem resulting in debarment has been corrected.

## **2.11 CHANGES TO THE CONTRACT**

Changes can be made to the contract in any of the following ways:

- A. The parties may agree, in writing, to modify the scope and terms of the contract only in an agreement signed by the parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract and must accord with the requirements of § 2.2-4363 of the *Code of Virginia*.
- B. The district may order changes within the general scope of the contract at any time by written notice to the vendor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of installation. The vendor shall comply with the notice upon receipt of the written approval of the district. The vendor shall be compensated for any additional costs incurred as the result of such order and shall give the district a credit for

any savings. Said compensation shall be determined by one (1) of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price set forth in the contract, if the work to be done can be expressed in units, and the vendor accounts for the number of units of work performed, subject to the Purchasing Department's and City's right to audit the vendor's records and/or to determine the correct number of units independently; or
3. By ordering the vendor to proceed with the work and keep record of all costs incurred and savings realized. A markup of overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The vendor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the vendor, as it deems necessary, to determine the cost or savings.

Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within 30 days from the date of receipt of written order from the Purchasing Department.

## **2.13 TERMINATIONS**

### **A. Termination for Cause**

If the vendor should breach the contract or fail to perform the services required by the contract, the district may terminate the contract for cause by giving written notice or may give the vendor a stated period within which to remedy its breach of contract. If the vendor shall fail to remedy the breach within the time allotted by the district, the contract may be terminated by the district at any time thereafter upon written notice to the vendor or, in the alternative, the district may give such extension of time to remedy the breach as the district determines to be in its best interest. Upon receipt of such a notice of termination, the vendor must implement the agreed upon transition plan. The plan is to be executed at such time and to the extent specified in the notice of termination. The district's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the district's right to terminate nor acquiescence in future act or omissions by the vendor of a like nature. If the contract is terminated for cause, breach of contract, or failure to perform, the vendor may be subject to a claim by the district for the costs and expenses incurred in securing a replacement vendor to fulfill the obligations of the contract. Vendors judged to be non-responsive/in breach of contract will be removed from the bidders' list for a minimum of one (1) year or one (1) bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the vendor and a representative from the District's Purchasing Department in which the vendor demonstrates that the unsatisfactory condition/action has been corrected.

B. Termination for Convenience

The contract may be terminated by the District in whole or in part for the convenience of the District without a breach of contract by delivering to the vendor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. If the contract is terminated in whole or in part for the convenience of the district, the vendor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The vendor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the district for delivery to the district of all products of the services for which the vendor has or will receive compensation.

C. Delivery of Materials

Any contract cancellation notice shall not relieve the vendor of the obligation to deliver to the district all products of the services for which the vendor has been or will be compensated. Unless otherwise agreed to in writing, the vendor shall deliver the materials to the district within 30 days of the Notice of Termination of the contract. Failure to do so may result in action for "breach of contract", "failure to perform", or specific performance of the contract.

D. Compensation Due the Vendor

Upon such termination, the vendor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the vendor providing the required project material to the district. Said fees, which have been earned, shall be billed to the district in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the district for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the district. The vendor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the vendor under this contract are subject to appropriation by the district.

**2.14 DEBARMENT AND PROHIBITED CONTRACTS**

In accordance with §§ 2.2-4321 and 4321.1 of the *Code of Virginia*, a prospective contractor may be debarred or prohibited from contracting for types of supplies, services, insurance, or construction for specific periods of time.

The following sets forth the purpose, causes, procedures for debarring a prospective contractor, and the reinstatement of a contractor.

- A. **Purpose of debarment** is to protect the district from risks associated with awarding contracts to a contractor having exhibited an inability or unwillingness to fulfill contractual requirements and / or the unsatisfactory performance of a contract and to protect the interest and integrity of the procurement process. The seriousness of the contractor's acts or omissions showing non-responsibility, the ability and willingness of the contractor to promptly correct them, any mitigating factors, and the public interest should be considered in making any debarment decision. Contractors meeting the above may be debarred for a period of (1) one year or (1) one bid period cycle whichever is longer.
- B. **Causes for debarment** may include, but are not limited to, the following acts:
1. Conviction of or civil judgment against the contractor or any of its principals or affiliates within the last five (5) years for:
    - a. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract.
    - b. Violation of federal or state criminal statutes or civil antitrust, false claim, or procurement laws.
    - c. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, receiving stolen property, or other offense involving moral turpitude.
    - d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a government contractor or subcontractor.
  2. Failure to have an effective business ethics and compliance training and reporting program in place for officers and employees.
  3. Listing on the Excluded Parties List (EPLS) maintained by the General Services Administration: <https://www.acquisition.gov>
  4. Subcontracting with a business concern, organization, entity, or person that has been debarred by any Agency or Department of the Commonwealth of Virginia, or which is listed on the EPLS.
  5. Failure to collect and / or remit taxes may result in prohibition from contracting with the district as set forth in § 2.2-4321.1
- C. **Procedures governing the debarment decision making process** are designed to be consistent with principles of fundamental fairness:
1. The Director of Purchasing, shall notify the contractor by certified mail, return receipt requested, that debarment is being considered. This notice shall include:



- a. The reasons for the proposed debarment in terms sufficient to put the contractor on notice of the circumstances upon which it is based.
    - b. The procedures the contractor may take to examine evidence of the proposed debarment.
  2. The contractor may submit to the Director of Purchasing, within 30 calendar days after receipt of notice, written information, and argument to the proposed debarment, including any additional specific information that raises a genuine dispute over a material fact.
  3. The contractor may also submit information and materials showing (i) that it had an effective business ethics and compliance training and reporting program in place for officers and employees; (ii) the steps it has taken to address the conduct giving rise to the proposed debarment including, but not limited to, disciplinary action, restitution, restructuring, and additional internal controls and training; and (iii) its cooperation with government authorities and investigators.
  4. Prior to the issuance of a written determination of debarment, the Director of Purchasing shall (i) notify the contractor in writing of the results of the evaluation, and (ii) disclose the factual support for the determination. The contractor shall have ten (10) business days for rebuttal.
  5. The Director of Purchasing shall issue its written determination of disqualification based on all information in the possession of the district, including any rebuttal information, within ten (10) business days of the date the Director of Purchasing received such rebuttal information.
  6. Debarment shall commence upon notification.
- D. **Scope of Debarment.** Debarment extends to all Districts or other organizational elements of the contractor and to affiliates of the contractor unless otherwise specified. As used herein, “affiliates” includes business concerns, organizations, entities, or persons sharing common (or with overlapping) management, ownership, facilities, equipment, employees and / or assets, and includes family members having an identity of economic interest with a person that was debarred or proposed for debarment. “Affiliates” also includes businesses or entities organized following the debarment or proposed debarment of a contractor which has the same or similar management, ownership, or principal employees as the contractor that was debarred or proposed for debarment.
- E. **Reinstatement of a contractor** may occur if, it is determined that the action taken was arbitrary or capricious, or not in accordance with applicable state law or regulations. The sole relief shall be **restoration of eligibility**. A debarred contractor can apply for reinstatement after being debarred for a period of (1) one year or (1) one bid period cycle **whichever is longer**. The request for reinstatement must be in writing to the

Director of Purchasing citing actions taken to remedy the reason for debarment or prevent recurrence of the situation that caused the debarment action to be taken and otherwise indicating that lifting or suspension of the debarment would be in the best interest of the district. The Director of Purchasing shall provide a written response to the debarred contractor within 30 calendar days either reinstating the contractor or denying the request with the reasons cited. The contractor shall have ten (10) business days to respond. The Director of Purchasing shall have ten (10) business days to respond to the contractor's response.

F. The decision of the Director of Purchasing shall be final.

## **2.15 TAXES**

Sales to the District are normally exempt from State sales tax. Commonwealth of Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The District's Tax Exemption Registration Number is 54-0972327.

## **2.16 INSURANCE COVERAGE AND LIMITS REQUIRED**

By signing and submitting a proposal under this solicitation, the vendor certifies that if awarded the contract, it will furnish a Certificate of Insurance(s) certifying the following minimum insurance coverages are in effect at the time the contract is awarded and shall submit subsequent certifications upon policy renewals. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The vendor further certifies that the vendor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### **Minimum Limits**

1. The successful provider(s) shall carry adequate insurance to protect the district from loss in case of accident, fire, theft, etc., and to protect the district from any charges of child molestation or abuse that may arise, prior to a contract resulting from this RFP. Proof of such coverage shall be in the form of a valid certificate of insurance provided by the provider's insurance company. The district shall be named as an additionally named insured with respect to this contract. Insurance requirements include the following:
  - a. General Liability: Coverage (for bodily injury and property damage) including coverage for sexual molestation and child abuse with a minimum of \$1,000,000 per occurrence and aggregate is required. Automobile Liability coverage (for bodily injury and property damage) with a minimum of \$1,000,000 per occurrence and aggregate is required. In addition, an Umbrella policy that includes coverage for sexual molestation and child abuse with a minimum of \$5,000,000 coverage amount is required as applicable in aggregate for both the General Liability and Automobile policies. (If the successful provider does not provide transportation to and from school, the Automobile Liability insurance is not necessary.)

- b. Workmen's Compensation and Employer Liability: Shall be required of any after school childcare provider that has employees prior to beginning services and shall be provided according to the Commonwealth of Virginia's statutes. The successful provider(s) may purchase insurance to satisfy this requirement on a bundled or unbundled basis, depending upon how the contract(s) is awarded.
- c. Employer's Liability: \$500,000
- d. Automobile Liability: \$1,000,000 Combined Single Limit. The district must be named as an additional insured and receive the endorsements to the required policies.

## **2.17 MINORITY BUSINESS ENTERPRISE UTILIZATION**

It is the policy of the district to contribute to the establishment, preservation, and strengthening of minority businesses (as defined by the *Code of Virginia*, Section 2. 1-64.32:1), small businesses, and women-owned businesses. Toward that end, the district encourages vendors to provide for the participation of minority businesses, small businesses, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities. If the total amount of the contract exceeds \$100,000, the vendor shall complete and submit with its request for final payment, a report describing the Utilization/Participation of Small Businesses and Businesses Owned by Women and Minorities in the work on this contract.

## **2.18 DRUG-FREE WORKPLACE**

During the performance of this contract, the vendor agrees to (i) provide a drug-free workplace for the vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each subcontractor or vendor. To this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

## **2.19 ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, The District will publicly post on the District's website ([www.ncpsk12.com](http://www.ncpsk12.com)), under the Bids and RFP's Awarded Bids' section. Vendors not having access to the Internet should contact the District's Purchasing Department and request that a copy of the Award Letter be provided through U.S. mail.

## **2.20 APPLICABLE LAWS AND COURTS**

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in General District or Circuit Court for the City of Northampton, or the United States District Court for the Eastern Shore District of Virginia. The vendor shall comply with all applicable federal, state, and local laws, rules, and regulations, as well as School Board Policy.

## **2.21 USE OF BRAND NAMES**

Unless otherwise provided in this solicitation, the name of a certain brand, make, or manufacturer does not restrict vendors to the specific brand, make, or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the district, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The vendor is responsible to identify the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable the district to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the vendor clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

## **2.22 TESTING AND INSPECTION**

The district reserves the right to conduct any test/inspection it may deem advisable to ensure goods and services conform to the specifications.

## **2.23 DISPUTE RESOLUTION**

Any claim or breach against the district must be reported to the district within the time limits set forth in § 2.2-4363 of the *Code of Virginia*. The district will respond in writing within 30 days.

## **SPECIAL TERMS AND CONDITIONS**

### **2.24 ISSUING AGENT**

The District's Purchasing Department is issuing this RFP on behalf of the district. Vendors are specifically directed NOT to contact any District personnel, other than specified personnel identified in this RFP, for meetings, conferences, or technical discussions that are related to the RFP. Unauthorized contact of any District personnel may be cause for rejection of the vendor's RFP response.

### **2.25 SUBMISSION REQUIREMENTS**

Use the following checklist to ensure that your firm is submitting a complete proposal. Additionally, ensure that all electronic files are clearly identified with your business name and address.

The submittal must consist of:

- ❑ The **original hardcopy proposal** (clearly labeled “Original”) and seven (7) additional hard copies.
  - These bound copies of the proposal (including hard copies of costs & requirement responses) should be presented in a professional manner. Sections should be tabbed. One (1) of these copies should clearly indicate that it is considered the “original”. Each bound copy should contain a Letter of Transmittal signed by the authorized officer.
- ❑ **One (1) “REDACTED COPY”** (provided in hard copy) that reflects the removal of all proprietary items, if applicable. Said copy shall be clearly labeled “**REDACTED COPY**”.
- ❑ **One (1) electronic copy** of the complete proposal (**on flash drive, cd, or similar**). The **electronic copy should** consist of no more than three (3) files.
- ❑ No telephone, fax, e-mail, or verbal offers will be accepted.

## **2.26 LATE PROPOSALS**

The vendor's name and address should be marked clearly on the proposal submission. Late proposals will not be considered and will be available for pick up by the proposer for 30 days. The official receipt of the proposal is based upon the date and time stamp in the District's Purchasing Department. To this proposal, the time clock in the district is the official time. Proposals received prior to the time of the opening will be securely kept, unopened. Utilize the envelope template provided in **Attachment A** in packaging your proposal for submission. Failure to do so may result in the vendor's proposal not being received in a timely manner, which may result in the proposal not being considered. The district cautions vendors to ensure actual delivery of mailed or hand-delivered proposals directly to the Purchasing Department of the District prior to the date and time established as the deadline.

## **2.27 WEATHER CLOSING**

In the event of inclement weather, resulting in the district's business offices being closed on the date a bid/RFP is due, the due date is rescheduled for the same time on the next business day that the district's business offices are open.

**NOTE:** Please monitor the NCPS all call messages for accurate and timely information related to closures.

## **2.28 PROPOSAL COSTS**

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the district to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the district, or for participating in any selection interviews.

## **2.29 ACCEPTANCE**

Submission of any proposal indicates the vendor's acceptance of the conditions contained in this RFP in addition to any Addenda issued by the District's Purchasing Department unless clearly and specifically noted otherwise by the vendor. Such notice, however, may result in the vendor being declared non-responsive.

## **2.30 TENTATIVE PROCUREMENT AND IMPLEMENTATION SCHEDULE**

November 17, 2022	Proposals Due (2:00 pm)
November 20, 2022	Negotiations Finalized
November 23, 2022	Finalize and Sign Contracts
November 28, 2022	Contract begins

### **2.31 ADDITIONAL INFORMATION**

The district reserves the right to ask any vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the district deem desirable. Further, the District reserves the right to order items from State Contracts or other competitively negotiated cooperative purchasing organization contracts, such as U.S. Communities contracts, if it is deemed in the best interest of the district.

### **2.32 ADVERTISING**

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the district will be used in product literature or advertising without permission from the District. The vendor shall not state in any of its advertising or product literature that the district has purchased or uses its products or services.

### **2.33 SAFETY**

- A. The vendor expressly agrees, both directly and through its subcontractor(s), to always take every precaution for the protection of persons and property that may come on the building site or be affected by the vendor's operation in connection with the work.
- B. The vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- C. The provisions of all rules and regulations governing safety, as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia*, shall apply to all work under this contract.
- D. The vendor shall continuously maintain adequate protection of all his work from damage and shall protect the district's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the district. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents, or erected for the fulfillment of his obligations for the protection of persons and property.
- E. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the vendor, without special instruction or authorization from the District, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the District, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed, by the vendor on account of any emergency work, shall be billed at existing contract rates.

## 2.34 USE OF PREMISES AND REMOVAL OF DEBRIS

- A. The vendor shall:
1. Perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any vendor.
  2. Store apparatus, materials, supplies, and equipment in such an orderly fashion at the site of the work in a manner that will not unduly interfere with the progress of his work or the work of any other vendor or the operation of the individual school; and
  3. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- B. The vendor expressly agrees, either directly or through his subcontractor(s), to affect all cutting, filling, or patching of his work required, to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The vendor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- C. The vendor expressly agrees, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that always the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work not buried on the building site but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- D. The vendor expressly agrees, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a vendor fails to clean up at the completion of the work, the district may do so and charge for costs thereof to the vendor.
- E. During and at completion of the work, the vendor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment control Handbook, latest edition, and of the contract documents.
- F. The vendor shall not operate or disturb the setting of any valves, switches, or electrical equipment on the service lines to the building except by proper previous arrangement



with the District. The vendor shall give ample advance notice of the need for cut-offs, which will be scheduled at the convenience of the district.

### **2.35 HOLD HARMLESS CLAUSE**

The vendor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the District, its School Board members, officials, employees, agents, and representatives thereof, from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, property damages, or violations of rights, sustained by any person or property in consequence of any willful, reckless or negligent acts or omissions in performing or safeguarding contract work or by the vendor or its agents or employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation, or decree.

### **2.36 WORKMANSHIP AND INSPECTION**

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The district may, in writing, require the vendor to remove any employee from the contract that the District deems inappropriate for contract performance.

### **2.37 CONFIDENTIAL MATTERS**

All data and information, gathered by the vendor and its agents, including this RFP and all reports, recommendations, specifications, and data, shall be treated by the vendor and its agents as confidential. The vendor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the district. The district recognizes that some of the material received from the vendors may be proprietary and agrees not to disclose or communicate any material so marked outside of that disclosure or communication needed to fulfill the normal business of the district or that which is mandated under statute/administrative code. It is solely the vendor's responsibility to clearly identify proprietary information as such. **The vendor must be able to document the basis for information being marked as proprietary and may not submit proposals in which the entire document is marked proprietary (Attachment C).**

### **2.38 FUND-OUT CLAUSE**

Failure of the families to appropriate payment in full required by this contract or any other provisions herein during the term of the contract shall, at the District's option, permit the District to terminate this contract at any time and render it null and void, without any further liability on the part of the District of any kind whatsoever, except for its obligation to pay for the products and materials already in inventory as of time of termination. This contract shall not constitute a debt of the District, within the meaning of any limitations or indebtedness of the District, under the Constitution or laws of the Commonwealth of Virginia.

### **2.39 SEVERABILITY**

If any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

**2.40 LICENSE REQUIREMENT**

All firms doing business with the district are required to be properly license.

**2.43 PRODUCT SUBSTITUTION**

During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product, services and/or software identified in the solicitation without the prior written consent of the district.

**2.44 OWNERSHIP OF INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the district. On request, the vendor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the district to evidence the district's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

**2.45 CONFIDENTIAL INFORMATION**

During the term of the contract, the vendor shall respect the privacy of all confidential data, information, and other such matters entrusted to it during its performance of the services requested herein. At the conclusion of the term of the contract, or upon termination thereof, the vendor shall return to the district all such confidential data, information, and other such matters belonging to the District in the original format, unless otherwise requested by an authorized representative of the District, and further agrees not to release such information without the express written permission of the District.

**2.46 WARRANTY**

To the extent feasible, the vendor warrants that all services will be rendered in a professional, consistent, and safe manner for the length of the contract. The vendor will meet, as required, with the appropriate District staff to ensure all issues are handled in a timely manner.

**NORTHAMPTON COUNTY  
PUBLIC SCHOOLS**

**AFTER SCHOOL  
CHILD CARE PROGRAM**

**Request for Proposals**

**Part 3  
Special Conditions**

## **SPECIAL CONDITIONS:**

### **Services shall include, at a minimum:**

- 3.1** The successful firm shall furnish all labor, equipment, supplies, materials, and incidentals necessary for providing after school childcare services as per conditions, specifications, and requirements stated herein at the locations listed in **Attachment F**. The district reserves the right to add to or delete from this list any school/department they so desire at any time during the life of any contract awarded by this RFP.
- 3.2** The district reserves the right to determine if childcare sites will be added or deleted to maintain the intended level of quality for the program.
- 3.3** Potential submitters must express interest in providing the required services for all school locations listed.
- 3.4** The successful firm shall have no authority to act as the agent of the District under this RFP and the resulting contract, or to obligate the district in any manner or way.
- 3.5** The firm must have been in continuous business providing school age childcare for a minimum of one (1) year.
- 3.6** The firm must demonstrate financial stability to the district.
- 3.7** The potential submitter must provide copies of financial statements for no less than the past two (2) consecutive years in their submittal.
- 3.8** The before and after school childcare program will serve, at a minimum, regular and special education students in grades K-6.
- 3.9** The vendor's proposal must describe in detail the activities that are included in the before and after school childcare program.
- 3.10** The program will operate only on days when school is in session for students, and teacher workdays (no Saturdays), during the regular school year. The after school childcare program will not operate in the summer.
- 3.11** Childcare will begin following school dismissal, and end at 5:30 p.m. The provider will have employees at the facility until at least 5:45 p.m., or until the last child has been picked up, whichever is later.
- 3.12** No special or out-of-zone pupil transportation is guaranteed. Any transportation services provided will be at the discretion of the district.
- 3.13** Space for the after school childcare program will be limited to the cafeteria, gymnasium, or a specific location designated by the District. (For each participating school, the specific location, including user fee information, and capacity information, is provided in **Attachment F**).

- 3.14** The building principal will designate the use of separate facilities such as restrooms, cafeteria, and playground.
- 3.15** The successful provider will be responsible for providing supplies, as well as the safe and secure storage of supplies used by the provider.
- 3.16** The successful provider shall provide their own telephone service (cellular phone preferred), including payment for installation, and rental or purchase of any telephone equipment and lines. The phone number shall be published.
- 3.17** The successful provider **may** provide nutritious snacks and food service that **must** follow state regulations as specified by the Virginia Department of Social Services (VDSS).
- 3.18** The successful provider must provide a valid certificate of insurance acceptable to the district and issued by an insurance company licensed to do business in the Commonwealth of Virginia with effective dates and limits of liability as required by this RFP. This certification shall insure the successful provider's legal liability of injury to or destruction of property (real or personal), bodily injury or death, child sexual molestation or abuse caused in whole or in part by any act of omission of the successful provider, their agents, and employees, occasioned directly or indirectly in the performance of the contract resulting from this RFP. The insurance company will be required to provide written notice to the district in the event of a change or cancellation of any policy. In addition, the district must be listed as an additionally named insured party with respect to this contract.
- 3.19** Liability risk will be transferred from the district to the provider in a "hold harmless" clause to be incorporated in all contracts resulting from the award of this RFP.
- 3.20** The successful provider will be responsible for all financial obligations of the after school childcare program. The district will not contribute financially in any way.
- 3.21** The successful provider will be responsible for the payment of a user fee to the district for the use of school facilities in accordance with information provided in **Attachment G**.
- 3.22** The successful provider will be responsible for complying with the requirements for the operation of child daycare centers as authorized by the VDSS through the duration of the agreement. As program locations are added, the provider must apply immediately for a site license for the additional location(s). The provider will obtain the necessary licensing prior to performing services. The license status for each site must remain current, and a copy of each license must be provided to the District's Purchasing Department as soon as possible after receipt.
- 3.23** The provider must have provisions in place for children who need emergency and non-emergency medical attention.
- 3.24** The potential submitter must operate the after school childcare program at each site provided that a minimum of 20 students are enrolled.

- 3.25** The maximum number of students eligible will be determined by the regulations specified by the VDSS.
- 3.26** While the after school childcare program is in operation, a minimum of two (2) employees of the provider must be always on duty. Under no circumstances shall the provider operate the after-school program with a staff to student ratio that does not comply with (or exceed) the guidelines set by the VDSS.
- 3.27** The after school childcare program will be offered **only** to those students who already attend the participating school.
- 3.28** The potential submitter must describe what options of fee payment, e.g., free or reduced, are available for parents in financial need.
- 3.29** The successful provider will be responsible for the supervision and discipline of all students participating in the before and after school childcare program.
- 3.30** The successful provider will provide staff that are trained in behavior de-escalation techniques. At least one staff member should be trained in advance technique training.
- 3.31** If it becomes necessary for the successful provider to dismiss a student because of problems such as discipline or non-payment of fees, the provider will be responsible for communicating directly with the appropriate parents/guardians and informing the parents/guardians that their children are no longer eligible for the before and after school childcare program and that arrangements must be made for their children to leave the school building at the normal dismissal time. **Notification (including details) surrounding any notification of such action must be provided to the appropriate personnel of the school. School District staff will not be responsible for childcare.**
- 3.32** The district will reserve the right to review the after school childcare program at any time. Further, the District reserves the right to make announced or unannounced reviews, as necessary, to protect their interest.
- 3.33** The successful provider will have the sole responsibility to market, develop, and disseminate program literature pertaining to the before and after school childcare program. The district reserves the right to review materials **before** distribution. Prior to distribution, approval must be given by authorized personnel of the district.
- 3.34** Registration of students for the childcare program will be the responsibility of the provider.
- 3.35** The successful provider will be required to develop a policies and procedures handbook which must include program policies, procedures (including student check-in/check-out procedures), calendars, and fee schedules. The district will reserve the right to review the handbook before distribution. Prior to distribution, approval must be given by authorized personnel of the district. The handbook shall be available by August 1 of each contract year or two week prior to start date.

- 3.36** The successful provider will be required to issue a disclaimer on all written communication from the provider that states, **"This agency (name after school childcare provider) is a private entity and is not affiliated with Northampton County Public Schools. Northampton County Public Schools rents space to the provider only and does not supervise after school childcare program."**
- 3.37** In addition to a current Certificate of Compliance Form (**Attachment B**), the successful provider will be required to provide proof that a criminal background check has been completed on all employees (including substitutes) assigned to each center as prescribed by the VDSS.
- 3.38** The collection of all fees will be the sole responsibility of the successful provider. Additionally, it will be the sole responsibility of the successful provider for issues related to the non-payment of fees.
- 3.39** Each participating school will **not** be involved in disputes that may evolve between the provider and parents or guardians of children participating in the after school childcare program.
- 3.40** The district will have no supervisory responsibility for the before and after school childcare program; however, the building principal will serve as the building level contact between the school and the successful provider.
- 3.41** The successful provider will be responsible for cleaning up/putting away all supplies, materials, and equipment that are part of the before and after school childcare program to the satisfaction of the district.
- 3.42** The successful provider will be provided with permanent space. If a scheduling conflict occurs, the building principal will have the authority to designate a temporary space for the before and after school childcare program.
- 3.43** The successful provider will be monetarily responsible for vandalism/damage to school property that occurs during the before and after school childcare program.
- 3.44** If the successful provider gets a note from a parent/guardian indicating that the child will not attend the before and after school childcare program on a specific date, the provider must inform the school office staff.
- 3.45** The successful provider must supply the building principal with an updated list of the names of students who attend the before and after school childcare program. School office personnel must be notified when any changes occur to this list.
- 3.46** The successful provider must supply the building principal with an updated list of the names of all employees the provider has working in the facility.
- 3.47** The potential submitter may include student transportation in its proposal.

- 3.48** The method of "how" and "when" students who attend the before and after school childcare program are admitted in the morning/afternoon is the responsibility of the building principal.
- 3.49** Students who participate in the after school childcare program are not automatically eligible to attend any other before and after school activity. Student selection for participation in school sponsored before and after school programs is the total responsibility of the building principal.
- 3.50** The successful provider must follow the same policies and procedures as the district (for students) on days of inclement weather, e.g., cancellation, and early release or late opening for safety reasons. **This information must be stated in the provider's policies and procedures handbook.** Additionally, in case of delays and early dismissal during the after-school childcare, the provider must contact each child's parent or guardian notifying them to decide for their child to be picked up.
- 3.51** The successful provider must provide after school childcare on scheduled school early release days.
- 3.52** The successful provider will be allowed to use the playground facilities; however, daily times and locations must be approved in advance by the building principal.
- 3.53** Copies of all general materials and information that are disseminated to parents must be provided to the building principal.
- 3.54** The successful provider must provide a method of identification (preferably badges including photographs) for each employee that will be subject to approval by the school principal.
- 3.55** No person assigned by the successful provider may use alcohol or tobacco products, including electronic cigarettes, during the period of services, nor use or be under the influence of alcohol, unlawful drugs, or lawful drugs improperly obtained.
- 3.56** Vendor will comply with the safety regulation and policies of the Chesapeake Fire and Police Departments.



**NORTHAMPTON COUNTY  
PUBLIC SCHOOLS**

**AFTER SCHOOL  
CHILD CARE PROGRAM**

**Request for Proposals**

**Part 4  
Detailed Submittal  
Requirements**

#### 4.1 PROPOSAL FORMAT AND REQUIRED CONTENT

To facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined as follows. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. Proposal sections should be tabbed, and pages numbered. All parts, pages, figures, and tables should be numbered and clearly labeled.

Vendors must provide the requested information about their firm and any company that it is proposing partnering or sub-contracting with or fulfilling this contract so that the district can evaluate the vendor's stability and ability to support the commitments set forth in response to this RFP. The district, at its option, may require vendors to furnish additional information or clarification.

**INTRODUCTION** – Include the following document:

- Letter of Transmittal Form

The vendor is required to include this form in their response. An authorized representative of the vendor must sign this form to confirm the intent to be bound by the proposal, to certify that the information supplied is correct, and to acknowledge receipt of any addenda. **Failure to include this signed form may result in the proposal being regarded as invalid.**

#### **Section 1 – SCOPE OF SERVICES**

This section of the proposal should include a full description of the product(s), services and methodology offered by your company. In addition, state how your company will meet or exceed the district's requirements for this RFP, including but not limited to the scope of services, the Special Conditions detailed in Part 3 of the Request for Proposal. Emphasize any features that differentiate your product/service from your competition.

Include information regarding the following:

- Deliverables
- Any program overview provided for District staff
- A Timeline and Project Calendar – beginning Nov. 28, 2022 (1<sup>st</sup> year)
- Program Implementation--state guaranteed implementation date after receipt of signed contract
- Resource Requirement for the District and the vendor 's team--vendors shall describe their full and complete responsibilities under this project, as well as those responsibilities it sees as the District 's.

- Describe how your firm will incorporate the following services into the before and after school childcare program:

**A. Program Design – Weekly Schedule:**

Present a projected one-week schedule and include the times and specific activities, by grade level. Activities must be age appropriate and include academic assistance components at each grade level (in addition to homework assistance), technology, structured outdoor play, as well as a variety of other developmentally appropriate activities which include, but are not limited to, indoor/outdoor activities, quiet and active time activities, individual, small and large group activities, child and staff-initiated activities, and snack time.

**B. Program Enrichment:**

Describe any program used to enrich the students' environment with additional activities, i.e., specialized lessons such as art, dance and music, clubs, community service activities, museums, fine arts, cultural resources etc. Be specific for each school location. This should only include services not already required by the RFP and should not duplicate services covered in the weekly schedule.

**C. Academic Program:**

Describe any academic/tutoring services offered to provide students with additional academic assistance. Be specific as to the subject, content, frequency, methods of instruction, and grade level. Indicate the academic services by school site and qualifications of instructors providing the academic component. Specifically describe interventions that would be used to address reading and mathematics instruction.

**D. Operational Policies:**

Describe the program policies regarding: (1) family engagement; (2) communication with school administrators; (3) snack provisions; (4) reasonable accommodation of all children, regardless of special needs; (5) social, emotional learning/experiences; and (6) your discipline plan, including procedure for program suspension and expulsion.

**E. Safety and Health:**

Describe your staff's training and procedures for crisis response and for handling medical needs (such as administering and distributing prescription medication, injury, medical emergencies, etc.).

F. **On-Site Supervision:**

Describe the provisions for daily on-site supervision at each site. Include the methods of identification used to distinguish your staff from school staff, school visitors, etc. at each site (i.e., identification badges, uniforms, etc.), as well as the daily requirement/method used to release children to their parent or guardian. Additionally, provide a written plan of staff responsibilities regarding supervision of children in the event a parent or guardian fails to pick up the child at the conclusion of the after-school childcare. Include your firm's emergency contact information.

G. **Number of Sites:**

Indicate the total number of sites you would be able to serve. Provide any plan you have for the development of sites over the next several years. Indicate the areas you seek to approach to market your services. Please be specific, e.g., specific geographical areas or general geographic areas of the city.

H. **Transportation Services:**

Describe any pupil transportation services your firm is willing to provide to potential participants in the before and after school childcare program.

I. **Provisions for Special Needs:**

Describe provisions your firm will make for children who may require special accommodations (such as medical, physical, or academic).

J. **Additional Services:**

Describe any additional services that proposer can provide with relation to the scope of this RFP.

**Section 2 – COMPANY BACKGROUND**

Provide organization information that includes, but is not necessarily limited to:

**Organizational History, Structure, and Authoritative Direction of Control:**

- A. Describe the company history, including number of years in business, as well as the number of years providing the before and after school childcare services requested herein; describe the structure and authoritative direction of control of your organization with particular emphasis on your experience in providing before and after school childcare.
- B. Provide former company name(s), and year established, if applicable.

- C. If your company has multiple locations, provide a listing of each location including address and telephone number.
- D. List at least three (3) current or recently completed (within the last 12 months) after school childcare programs (Virginia programs of similar size and scope to the one requested herein preferred), which best illustrate the experience of the firm. Include the following for each:
  - 1. Name and location of the program.
  - 2. The nature of the firm's responsibility for the program.
  - 3. Name, address, telephone, and e-mail address of a client who may be contacted as a reference.
  - 4. Date program was completed or is anticipated to be completed.
  - 5. Size of program.
  - 6. Services for which the firm's staff was responsible.
  - 7. Present status of the program.
  - 8. The firm's key professionals involved in the program; indicate if members of that staff would be assigned to the program covered by this RFP.
- E. Describe any instances of termination for cause resulting in the loss of contracts/accounts with a school district or other entity where your firm provided similar childcare services. Please include the name of the school district/entity and explain the reason for termination.
- F. Provide copies of all applicable state licenses, credentials, and accreditations issued to your firm for before and after school childcare services.

**Section 3 – CAPABILITY/SKILL/QUALIFICATIONS**

This section will describe the qualifications and skills of the firm to provide the services in the following areas.

**A. Selecting, Training, and Evaluation:**

Describe your procedures for recruiting, criminal background checks, selecting, training, and evaluating all before and after school childcare employees. Detailed information of staff orientation and ongoing training including frequency and training agendas must be included. Include the specialty areas in which staff has expertise in implementing a before and after school childcare program.

Describe the content and process you use for program and staff evaluation. Attach a copy of form(s) used and include your parent and staff handbook.

**B. Administration and Staff Qualifications:**

Describe the qualifications and experience of the administrative, supervisory, and before and after school childcare workers who will provide the services to the district.

**C. Vendor Qualifications:**

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", describe fully the circumstances, reasons, the status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has vendor been declared in default of any contract?
2. Has vendor forfeited any payment of performance bond issued by a surety company on any contract?
3. Has an uncompleted contract been assigned by vendor's surety company on any payment of performance bond issued to vendor arising from its failure to fully discharge all contractual obligations thereunder?
4. Within the past three (3) years, has vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
5. Is vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?
6. Is vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?
7. Does the vendor have any business, investment and/or family relationships with the School Board members, appointed employees or department/agency heads within the school district or city? Describe any formal independent guidelines within your company.

**Litigation:**

Provide a statement and detailed description of any litigation, disciplinary, or regulatory action that has been filed against your firm(s) in the last five (5) years. If an action has been filed, state and describe the litigation, disciplinary or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed

against your firm(s), provide a statement to that effect. If applicable, for joint venture or team proposers, submit the requested information for each member of the joint venture or team.

#### **Section 4 – RÉSUMÉ OF RESPONSIBLE INDIVIDUALS**

Provide a résumé of current staff members who would be assigned to implement the childcare program for the district. The vendor is also required to submit, for approval, the résumé of any staff member whom the vendor adds to their service during the life of the contract (to prevent substitution of unskilled staff). The résumés should include a minimum of the following:

- A. Name
- B. Role in providing a childcare program
- C. Years with this firm
- D. Any previous relevant experience, including other firms and years of service

Listing by client of similar projects in which this individual worked during the past five (5) years. Please provide the clients' name, contact person, and telephone number.

#### **Section 5 – CLIENT REFERENCES**

Vendors must provide a minimum of three (3) references in which similar before and after school childcare program contracts have been provided to school or educational organizations (do not re-list any projects submitted under Section 5 during the last five [5] years). This reference list should include the name, address, telephone number, and e-mail of a key contact person and a brief description of the services provided.

#### **Section 6 – COST PROPOSAL**

##### **Registration and Fee Structure:**

Describe your fee structure and how it is applied, i.e., hourly, weekly, monthly, etc. The fee scale must be the same for all sites. Include the range of sliding scale fees and qualifications and source of funding for sliding scale fees for parents who are in financial need. If a specific sliding scale plan will be used, include the number of reduced fees given at each site. Free childcare cannot be offered to any District employee.

Include in your proposal the payment schedule given to parents, and any additional fees charged (i.e., fee for late pick-up, late payment, etc.) as well as your refund policy.

Describe all payment options offered to parents, including free or reduced rates for parents who are in financial need, have multiple children enrolled in the before and after school childcare program, etc.

Specify all registration fees that will be charged to parents; illustrate how these fees will be applied to the parents' cost for the before and after school childcare program.

**Attendance, Billing, and Tuition Payment:**

Describe your procedures or accounting system to record attendance, billing system, and tuition payment. Include samples of the reports used to reconcile attendance with billing and payments.

**Section 7 – EXCEPTIONS TO THE RFP**

All requested information in this RFP must be supplied. Vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the district, and the description of the advantages or disadvantages to the district because of exceptions. All exceptions must be submitted by the due date of the proposal. The district, at its sole discretion, may reject any exceptions or specifications within the proposal. Vendor should not incorporate by reference its entire, standard contract document.

**Section 8 – AUDITED FINANCIAL STATEMENTS**

Please provide copies of financial statements for no less than the past two (2) consecutive years. If the company is privately held, provide sufficient information to document the company's financial status and capability to perform under this contract.

**Section 9 – INSURANCE POLICIES, SAMPLES, AND OTHER ATTACHMENTS**

- A. Provide a Certificate of Insurance indicating your firm's insurance policy(ies) including the name of the insurer, types of coverages, and limitations for general liability, automobile, worker's compensation, etc.
- B. Include with your response the following forms and reports, but not limited to:
  - 1. Samples forms used by your firm in administrating the after school childcare program
  - 2. Sample of other pertinent reports provided by the vendor
- C. Certificate of Compliance

Code of Virginia § 22.1-296.1 requires that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. This certificate shall be attached to the contract document. **(Attachment B)**.



**NORTHAMPTON COUNTY  
PUBLIC SCHOOLS**

**AFTER SCHOOL  
CHILD CARE PROGRAM**

**Request for Proposals**

**Part 5  
Selection Process**

## 5.1 SELECTION PROCESS

Submittals will be reviewed by a committee and selection shall be made of two (2) or more vendors deemed to be fully qualified and best suited to perform the services requested. The selection process shall be in accordance with the Virginia Public Procurement Act, based on the Proposer's demonstration of responsiveness and responsibility in the following areas:

Evaluation Criteria	Value
Ability to meet Scope of Services requirements	30 points maximum
Company background, credentials, qualifications, experience of the proposed team, and financial stability of the firm	30 points maximum
Cost	30 points maximum
Exceptions to the RFP	5 points maximum
Proposal format	5 points maximum
	100 points maximum

## 5.2 AWARD

The award of any contract shall be at the sole discretion of the Division. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be necessary in clarifying or understanding information provided by the vendor in their proposal and the criteria established.

The Division intends to award a contract to the vendor whose proposal is most advantageous to the Division with respect to price, conformity to the conditions, specifications and other factors as outlined herein. However, the Division reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities, and to negotiate any prices or services offered by the vendor.

The Division shall not be required to furnish a statement of the reason why a proposal was not deemed to be fully qualified or best suited to provide the requested services.

**NORTHAMPTON COUNTY  
PUBLIC SCHOOLS**

**AFTER SCHOOL  
CHILD CARE PROGRAM**

**Request for Proposals**

**Part 6  
Attachments**

Please complete the following “return envelope template,” affix to the outside envelope of your agency’s Bid/RFP response and return to Northampton County Schools. Failure to do so may affect the proper and timely receipt of your Bid/RFP response.



**VENDOR’S NAME** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RFP NUMBER:** 2023-01  
**RFP NAME:** After School Child Care Program  
**DUE:** November 17, 2022 @ 2:00 P.M.

**\*\*\*TIME SENSITIVE—SEALED PROPOSAL\*\*\***

**Jaime Cole, Superintendent  
7207 Young Street  
Machipongo, VA 23405**

## ATTACHMENT B

Northampton County Public Schools  
7207 Young Street  
Machipongo, VA 23405  
(757) 678-5151

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Dear Contractor:

Effective July 1, 2006, amendments made to the Code of Virginia § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. For implementation, the Northampton County Public Schools defines "direct contact with students" as a contractor working at a school site between the hours of 6:00 a.m. and midnight during normal school days in lieu of a school facility such as the Warehouse or Transportation Department where students are not expected to be present.

Enclosed please find a certification (Certificate of Compliance) that is required to be completed and submitted prior to awarding your contract and/or issuing your purchase order. This form must be updated every twelve (12) months for the duration of the contract/agreement period. Should there be a change to the certification of your officers, or any individuals assisting in the performance of the contract between the twelve (12) month periods, Northampton County Public Schools must be notified immediately, and an updated certification must also be provided to the schools within five (5) days of such change. Failure to complete all certifications accurately may result in the award of the contract/agreement being revoked without recourse against the Northampton County Public Schools.

Please feel free to contact the district which is responsible for finalizing your agreement, with any questions you may have, or call 757-678-5151 ext. 2005.

Sincerely,

Northampton County Public Schools

Enclosure

*The Northampton County Public School System is an equal educational opportunity school system. The School Board of Northampton County Public Schools also adheres to the principles of equal opportunity in employment and, therefore, prohibits discrimination in terms and conditions of employment on the basis of race, sex, national origin, color, religion, age, or disability.*

**Certificate of Compliance**  
**Code of Virginia §22.1-296.1**

I, the undersigned certify that no individual holding an office in the company and/or corporation has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

List Officers and Titles (Please use full, legal names):

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Further, the following individuals will, on behalf of my firm, assist in the performance of this contract and they have not been convicted of a felony or crime as described above.

Listing of individuals assisting in the performance of this contract (Please use full, legal names):

_____	_____
_____	_____
_____	_____
_____	_____

*Attach additional names to this form if the space is not adequate.*

I understand that should there be any change to this certification of officers, or individuals assisting in the performance of this contract, during any time of this contract, the Northampton County Public Schools' central office/school issuing this contract/PO will be notified immediately, and an updated certification will be provided to them within five (5) days of such change.

---

Company \_\_\_\_\_

Print Name _____	Title _____
Signature _____	Date _____

<p><b>FOR OFFICE USE ONLY</b></p> <p>Acknowledged by: _____ Date: _____</p> <p><u>If Applicable:</u> Project Name: <u>RFP #2023-01 After School Child Care Program</u> PO #: _____</p>
--

**CLAIM OF BUSINESS CONFIDENTIALITY**

**Virginia Procurement Act – Virginia Code § 2.2-4342**

Public inspection of certain records. -- A. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.).

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.

**The statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:**

Page	Paragraph	Reason

Please use additional sheets if needed.

RFP #2023-01 After School Child Care Program

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

## ATTACHMENT G

### All Users Shall Observe the Following Regulations

1. User shall submit this request to the superintendent two weeks prior to intended use.
2. User shall be responsible for all damages or loss of property. Only those facilities specified in the request may be used.
3. Additional fees will be charged for the use of buildings or facilities beyond the time approved.
4. Users shall conform to policies and regulations established by the School Board and the representatives thereof.
5. No alcoholic beverages may be carried or consumed on NCPS property.
6. Smoking or the use of tobacco products is prohibited on NCPS property.
7. A representative(s) [i.e., custodian(s)] of the school division may be required during use of all facilities at the discretion of the Superintendent. The cost of such representative, if required, shall be the responsibility of the user and shall not be waived.
8. User shall provide a Certificate of Insurability in the amount of \$100,000/\$300,000 with NCPS being named as additional insured for each date of usage.
9. Use of a cafeteria for the preparation and/or serving of food requires staffing by NCPS Cafeteria employees and shall be approved and paid for through the Food Service Department. The cost of such cafeteria employee, if required, shall be the responsibility of the user and shall not be waived.
10. User agrees to Hold Harmless and Indemnify NCPS with respect to any claim of loss, injury, or damage because of negligence of the user or user's employees or agents, including damage to School Board property for which the School Board is liable.
11. User agrees that activities will be orderly and lawful and not of a nature to incite others to disorder, and to maintain supervision and containment of the participants/event to the contracted area.
12. User agrees to conform with the Civil Rights Compliance Act as well as avoid any activity which would violate local, state, or federal laws.
13. The sale of merchandise, food, and beverages by a non-school group must be approved in advance by the administrator.
14. No pets are permitted on school premises, except for "service" animals.
15. Written notice of a cancellation must be received by the Building Principal at least five (5) working days prior to the scheduled use or building use fees may still apply.

A REQUEST MAY BE DENIED WHEN PREVIOUS USAGE WAS UNSATISFACTORY, THE ACCOUNT IS DELINQUENT, THE ACTIVITY IS ESSENTIALLY A PRIVATE GATHERING OR DANCE; IT IS JUDGED NOT TO BE IN THE BEST INTEREST OF THE SCHOOL AND COMMUNITY OR WOULD RESULT IN AN UNACCEPTABLE RISK.

#### NOTE:

1. When schools are closed due to inclement weather, all facility use is cancelled. Users are responsible for notifying their memberships of cancellations.
2. In addition, schools typically will not be available for rental during official school

### **Prior after school childcare was board approved at rate of \$800 a month.**

- Governmental Entities have a waived fee (County Extension Office, Parks & Recreation, etc.)
- Non-governmental Entities (Boy/Girl Scouts, Church Groups, etc.) is \$250 each use fee outside of RFP agreements.
- NCPS Employees and Employee-Affiliated Entities \$150 each use fee