



HOPKINTON

PUBLIC SCHOOLS

INVITATION FOR BID

BEFORE & AFTER SCHOOL PROGRAM FOR HOPKINTON PUBLIC SCHOOLS

December 25, 2023

PROPOSALS DUE:

February 1, 2024, 12:00 PM

***Late proposals will be rejected**

Susan Rothermich
Assistant Superintendent for Finance and Operations
Hopkinton Public Schools
89 Hayden Rowe Street
Hopkinton, MA 01748

srothermich@hopkinton.k12.ma.us
(508) 417-9385

COVER SHEET

CONTACT INFORMATION:

Name of Bidder:	Contact Individual:
Address:	
Phone:	Alternate Phone:
Email Address:	Social Security/Federal Tax Identification Number:
Authorized Signature: _____	

SUBMISSION CHECKLIST:

- ☐ Completed Cover Sheet (*this sheet*)
- ☐ Required Documents
 - ☐ Signed Certificate of Non-Collusion
 - ☐ Signed Tax Compliance Certification
 - ☐ Signed Certificate as to Corporate Bidder
 - ☐ Reference Form
 - ☐ Plan of Services
- ☐ Acknowledgement of Addenda: _____ (*if applicable*)
- ☐ Price Proposal Form

PRICE PROPOSAL FORM

The **minimum** rental rate established by the last contract for this service is \$121,000 annually.

Proposer agrees to provide payments in monthly installments based upon the following annual rates:

September 2024 – June 2025: _____

September 2025 – June 2026: _____

September 2026 – June 2027: _____

Grand Total: _____

September 2027 – June 2028: _____ (If Renewed)

September 2028 – June 2029: _____ (If Renewed)

September 2029 – June 2030: _____ (If Renewed)

Note: Contract award will be based on the GRAND TOTAL above.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

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CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of authorized individual submitting the bid or proposal)

(Name of Business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized individual submitting the bid or proposal)

(Name of Business)

(Social Security or Federal Tax Identification Number)

CERTIFICATE AS TO CORPORATE BIDDER

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

Dated: _____

HOPKINTON PUBLIC SCHOOLS
INVITATION FOR BID (IFB)

BEFORE & AFTER SCHOOL PROGRAM

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

The Hopkinton Public Schools (the District) is seeking proposals from qualified organizations to provide before and/or after school program services for children, in grades Kindergarten through fifth at the Marathon, Elmwood and Hopkins Elementary Schools, which are located at 129 Hayden Rowe Street, 14 Elm Street and 104 Hayden Rowe Street in Hopkinton, respectively. The Marathon School serves grades K and 1, the Elmwood School serves grades 2 and 3, and the Hopkins School serves grades 4 and 5. There will be a new Elmwood School facility that will open in January of 2027 that will serve grades 2-4. At that time, the Hopkins School will transition to a Lower Middle School serving grades 5-6 school. The District will provide transportation between the schools at no additional cost to the vendor, if the enrollment allows at a selected location. The program should be up and running for the first day in September 2024. A Contract will be awarded for the three year period, from **September 2024 through June 2027**. The contract may be extended for up to three additional years if it is in the best interest of the district to do so.

All Proposals must be addressed and delivered to the Assistant Superintendent for Finance & Operations, Hopkinton Public Schools, 89 Hayden Rowe Street, Hopkinton, 01748.

PROPOSALS must be received on or before **12:00 PM, on February 1, 2024**.

The submission must include two copies of all Required Documents and the Price Proposal Form in an envelope sealed and marked "Proposal for Hopkinton Public Schools - Before and After School Program."

Minority business enterprises are encouraged to apply and have full opportunity to submit Proposals in response to this advertisement. Proposers will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award.

This proposal request is solicited to the general public. The contract will be awarded to the selected Proposer pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws, subject to School Committee approval.

All specific and general specifications become part of the Contract. The Hopkinton Public Schools does not assume any responsibility for errors, omission or misinterpretations, which may have resulted in whole or in part from the use of incomplete bid documents to include addenda.

Illegality of any portion of the contract does not invalidate the contract in whole or any other sections.

QUESTIONS

All questions regarding this IFB must be submitted by January 23, 2024 at 4:00 p.m. Direct all inquiries to the Assistant Superintendent for Finance and Operations using the email; srothermich@hopkinton.k12.ma.us. Responses to inquiries that affect all proposers will be issued as addenda.

PROPOSAL SIGNATURE

A PROPOSAL must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

TIME FOR ACCEPTANCE

The contract will be awarded no later than 30 calendar days after the PROPOSAL evaluation is complete.

BID AWARDS

No proposer may withdraw his bid for a period of thirty (30) days following the opening of bids. Action on the award of bids will be taken within thirty (30) days after the opening of the bids. Notification by the School Committee to the successful bidder is deemed to constitute a legal and binding Contract. The successful bidder will be required to enter into a written Contract for the award commencing September 2024 within ten (10) days of written notification of the award.

CHANGES AND ADDENDA

If any changes are made to this Invitation for Bid, an addendum will be issued. Addenda will be emailed to all proposers on record as having requested the PROPOSAL.

RIGHT TO CANCEL/REJECT PROPOSALS

The District may cancel the Invitation for Bid, or reject in whole or in part any and all Proposals. The District reserves the right to determine that cancellation or rejection may serve the best interests of the Hopkinton Public Schools.

COMPLIANCE WITH IFB

Proposers must comply with all requirements of this IFB in order to be eligible for contract award. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake in a proposal is evident and the intended proposal is clear on the face of the Price Proposal Form, the mistake will be corrected to reflect the intended correct proposal and the Proposer will be notified in writing. The Proposer may not withdraw such a proposal. Hopkinton Public Schools may reject or a Proposer may withdraw a proposal if a mistake is clearly evident on the face of the Price Proposal Form, yet the intended correct proposal is not similarly evident.

II. DESCRIPTION / SCOPE OF SERVICES

GENERAL DESCRIPTION

The Before and After School Programs will operate on the days in which school is in session. If program providers wish to run their programs on additional days, during vacation weeks for example, a mutually satisfactory financial arrangement, in the form of an additional fee, must first be made between the District and the Contractor. There will be a new Elmwood School facility that will open in January of 2027 that will serve grades 2-4. At that time, the Hopkins School will transition to a grade 5-6 school. The Hopkins hours of operations will also change at that time.

DESCRIPTION OF PROPERTY

MARATHON ELEMENTARY SCHOOL (Grades K-1)

The District will provide space for this program, as follows:

- Cafeteria (at all times)
- Outdoor playground (at all times)
- Gymnasium (as available) – usage by other organizations may occur at various times throughout the school year

ELMWOOD SCHOOL (Grades 2-3 until 1/27, then Grades 2-4)

The District will provide space for this program, as follows:

- Cafeteria (at all times)
- Outdoor playground (at all times)
- Gymnasium (as available) – usage by other organizations may occur at various times throughout the school year

HOPKINS SCHOOLS (Grades 4-5 until 1/27, then Grades 5-6 - Lower Middle School)

The Hopkins School may be in the process of an addition / renovation project to commence in Q4 of 2024 through Q4 of 2026. Space will be updated based on the construction schedules but generally may include as follows:

- Cafeteria (construction could affect this space beginning be January 2026)
- Outdoor playground (construction could affect this space December 2024-December 2026)
- Gymnasium (construction could affect this space beginning be January 2026)
 - usage by other organizations may occur at various times throughout the school year

HOURS & DAYS OF OPERATION

The hours of operation for a before school program will be 7:00 A.M. until the start of school. The after school program will run from the close of school until 6:00 P.M. Programs on early release days should start once the children are dismissed (see below) and continue until 6:00 P.M. If school is dismissed due to impending weather or other safety issues, the program will not run. If school has a delayed start, the morning care will not run. In the event of impending weather when the school does not dismiss early, programs may use their discretion regarding early dismissal. School hours for the **2024-2025** School Year are expected to be:

Marathon Elementary School:	8:55 a.m. to 3:15 p.m.
Elmwood Elementary School:	8:55 a.m. to 3:15 p.m.
Hopkins Elementary School:	8:55 a.m. to 3:15 p.m.
<i>(Hopkins Lower Middle School: after 1/27</i>	<i>7:55 a.m. to 2:25 p.m.)</i>
Early Release -	12:15 p.m.
<u>These times are subject to change.</u>	

CONTRACT TERM LENGTH AND RENEWAL OPTIONS

The term of the contract shall be for three (3) years beginning in September 2024 and shall reflect the school calendar and continue until the last scheduled instructional day of the 2026-27 school year in June 2027 (pending snow days). The contract may be extended for up to three additional years for a total of six years. The School Committee reserves the right to unilaterally exercise options to extend the contract for up to three (3) additional successive one-year terms to begin on September 1, 2027, and end on June 30, 2028, and to begin on September 1, 2028, and end on June 30, 2029, and to begin on September 1, 2029, and end on June 30, 2030, respectively. The options to renew shall be exercised by written notice from the Hopkinton Public Schools to the Contractor no later than the May 1, preceding the start of each respective renewal term. Costs for the option year(s) of the Contract are not competitive and do not play any role in determining the lowest qualified Bidder; award of the contract will be made to the

Bidder submitting the highest total price for a three (3) year contract, if such Bidder has been deemed to be a responsive and reasonable bidder.

BASIS OF COMPENSATION

The successful proposer must pay the Hopkinton Public Schools according to the Price Proposal Form. The compensation of 1/10 of the annual fee must be paid on the 15th of each month beginning in September of 2024. Proposers must include the prices they agree to pay on the pricing sheet contained herein. Such fees are to include operating during delayed openings, early dismissals and snow days.

Additional Fee: If the program providers wish to run their programs on additional days, during vacation weeks for example, a mutually satisfactory financial arrangement, in the form of an additional fee, must first be made between the District and the Contractor. (Facilities not available on holidays.)

Custodial: The Hopkinton Public Schools agrees to provide custodial coverage at all schools, at no additional cost to the extent currently provided. Damages beyond general “wear and tear” are the responsibility of the vendor.

TIMING OF PAYMENTS

The successful proposer will pay the Hopkinton Public Schools for the period of September 1, 2024 through June 30, 2027, or through June 30, 2030 if extended another three years, the appropriate sum per month, payable monthly on the 15th of each month in which the service was provided. Additional charges will be applied to payments more than 30 days late.

INSURANCE REQUIREMENTS

Prior to executing a contract, the successful proposer must obtain a **Comprehensive Form General Liability insurance** of \$1,000,000 for each occurrence and \$3,000,000 aggregate, bodily injury and property damage combined, naming the Hopkinton Public Schools as an additional insured, and provide a certificate of such insurance. The successful proposer must also provide evidence of **Worker’s Compensation insurance** in an amount adequate to cover all staff involved in the program. The successful proposer shall carry **Automobile insurance** covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

Said insurance companies must agree to give notification to the Hopkinton Public Schools of any revocation and/or cancellation at least three (3) business days before said revocation becomes effective.

DESCRIPTION OF SERVICES

The successful proposer shall provide a daily program that involves planned and spontaneous, safe activities for children led by program staff in the areas of physical activities, academic/homework help, arts & crafts, and other programming that is consistent with generally accepted rules and practices for sound child care and development. Activities may involve mixed aged groups based on age and interest.

The successful proposer must maintain a mobile telephone unit or install a separate and accessible telephone line, at its own expense. Emergency contact numbers will be made available to the school administration.

The successful proposer must clean and maintain the area used, (i.e. washing tables, cleaning up spills, placing refuse in waste barrels) on a daily basis.

The program should be designed to serve the community and needs of students who attend the Marathon, Elmwood, & Hopkins Elementary Schools. Only students who attend the Hopkinton Public Schools will be allowed to participate in the program.

A daily attendance roster must be provided to the school principal/office.

The successful proposer must be aware of and comply with all existing school rules as set forth in student handbooks and maintain them in their program (sample student handbook is available upon request).

All employees of the vendor must submit to a Massachusetts Criminal Offender Records Investigation (CORI) clearance and meet any other state/federal requirements for childcare work on school premises.

ENROLLMENT

The previous year after school enrollments were approximately 46 for Elmwood, 81 for Marathon students and 23 for Hopkins students. The program is encouraged to increase enrollment up to the site license capacity.

HOURS OF OPERATION

The hours of operation for a before school program will be 7:00 A.M. until the start of school. The after school program will run from the close of school until 6:00 P.M. Programs on early release days should start once the children are dismissed (see page 9) and continue until 6:00 P.M. In the event the schools dismiss early due to impending weather or other safety issues, the program will not run. In the event of impending weather when the school does not dismiss early, programs may use their discretion regarding early dismissal.

Programming will be provided for three (3) years in accordance with the District FY 2024-27 school year calendar and be provided on a regular basis. Requests for use of facilities during

vacation periods or during the summer must be negotiated separately. Any changes in hours of operation must be mutually agreed upon by the School Department and the provider.

III. MINIMUM REQUIREMENTS

1. Designation of an onsite supervisor, a complete staffing plan including staff to student ratios, and staff qualification requirements must be provided.
2. Proposers must have at least three (3) years of experience providing before and after school care to students of similar age in a similar sized program(s) in Massachusetts.
3. The proposer must include at least three (3) references from school districts where the proposer has successfully provided a similar service in Massachusetts.
4. Proposers must include copies of any current license(s) (programs/personnel) needed to provide this service as required by local and/or state authorities.
5. Proposer must submit a Plan of Service detailing:
 - a) A complete knowledge of and compliance with both Massachusetts Department of Early Education & Care (EEC) regulations and required permits.
 - b) A detailed, comprehensive, and complete plan for handling issues relating to communication, safety rules, and discipline, illness, or injury of a child or staff.
 - c) A listing of a wide variety of detailed, fun, enrichment and educational activities which take into account a variety of learning styles.
 - d) The intended fee structure to be charged as well as available scholarships and a sliding fee scale (based on family income) that will be used for families wanting to participate in the before and after school child care program.
 - e) Compliance with all EEC regulations, including licensing, staff qualifications and staff/student ratio.
 - f) A list of all permits (i.e. building, zoning, plumbing, electrical, heat, etc.) needed to provide this service on the stated premises and include written confirmation that they will be obtained by the commencement of the program.
 - g) Safety procedures: (i.e. adult check-in and check-out procedure to ensure pickup of children by authorized adults only, etc.)
 - h) Parent communication plan

IV. RULE FOR AWARD

The Hopkinton Public Schools will award the contract to the responsive and responsible proposer (Contractor) offering the highest rate of payment for the use of the school facilities.

The Contractor agrees to save, defend, indemnify and hold harmless the Town of Hopkinton against any and all suits, claims or liabilities of every name, nature or description arising out of or in consequence of the acts of its agents, servants or employees, in the performance of its obligations under this Contract or by reason of its failure to fully comply with the terms of this Contract, such indemnity to run to the Town of Hopkinton, officers, agents and employees.

CONTRACT TERMINATION

Any knowing or intentional violation of the executed Contract by the Contractor of any provision of the Contract, or of the specifications forming a part thereof, shall constitute cause for termination of said Contract by the Hopkinton School Committee. Should the Contractor fail to comply with any of the terms or conditions set forth in the contract, or fail to provide all of the needs of the Hopkinton School Department under the Contract, the agreement may be terminated within thirty (30) days written notice to the Contractor. Poor performance, as deemed by the Superintendent of schools, may also constitute failure to comply with the terms and conditions set forth in the contract.

REFERENCE FORM

Proposer: _____

IFB Title: _____

Proposer must provide references for:

The proposer must include at least three (3) references from school districts where the proposer has successfully provided a similar service in Massachusetts.

Reference #1: _____

Contact #1: _____

Reference #2: _____

Contact #2: _____

Reference #3: _____

Contact #3: _____

SAMPLE CONTRACT

HOPKINTON PUBLIC SCHOOLS

THIS AGREEMENT made the XXXXXX day of XXX, 2024 by and between XXXXXXXXX, hereinafter called the VENDOR, and the Hopkinton Public Schools, Hopkinton, Massachusetts, hereinafter referred to as the District; WITNESSETH that the Vendor and the District for the consideration hereinafter named agree as follows:

SCOPE OF WORK: Before & After School Program as provided for in the specifications dated December 25, 2023 at prices proposed.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

VENDOR:

HOPKINTON PUBLIC SCHOOLS:

Authorized Signer

Director of Finance

Date: _____

Date: _____

Signature of Individual or Corporate Name:

Date: _____

By: _____
Corporate Officer (if applicable)

The undersigned certifies under penalty of perjury that this bid is in all respects bonafide, fair, and is made without collusion or fraud with any other person. As used in this Bid the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. Furthermore, I certify under penalty of perjury that to my best knowledge and belief I have filed all State tax returns and paid all Massachusetts State taxes required by law. The undersigned also agrees the Vendor does not discriminate in its employment, procurement and marketing activities on the basis of race, creed, color, national origin, sex handicap or age.

By: _____

Title: _____