



REQUEST FOR PROPOSALS

RENTAL OF SPACE FOR AN AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS

RFP #:	21-8
Bid Due Date:	March 23, 2022 at 11:00 A.M.
Bids Opened At:	Lexington Public Schools 146 Maple Street Lexington, MA 02420

Contact

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LEGAL NOTICE

Request for Proposals

RENTAL OF SPACE FOR AN AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS

Lexington Public Schools invites proposals for AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS. Documents are available starting February 23, 2022. Proposals will be received until 11:00AM., **March 23, 2022** by mail or delivered to:

David Coelho, Assistant Superintendent for Finance and Operations
Lexington Public Schools
146 Maple Street
Lexington MA 02420

with the designation "RFP #21-8 RENTAL OF SPACE FOR AN AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS on the envelope. The Lexington Public Schools reserves the right to reject any and all proposals. For questions, information, or bid documents contact Debbie Harvey, Procurement Operations Manager by email at dharvey@lexingtonma.org.

Item	Date	Time	Location
Notice	February 23, 2022 February 17 and 24, 2022 February 23, 2022 February 21, 2022		http://lps.lexingtonma.org (under Quick Links: LPS Procurement/Purchasing) Lexington Minuteman Newspaper Combuys Goods and Services Bulletin
Release of Bid	February 23, 2022	11:00 a.m.	http://lps.lexingtonma.org (under Quick Links: LPS Procurement/Purchasing) or Business Office/146 Maple Street Lexington, MA 02420
Visitation of After School Program Areas	March 4, 2022 *Masks must be work unless otherwise notified*	Starting at 12:45 p.m. at Harrington Elementary School 325 Lowell Street Lexington, MA	Order of Visits: Harrington Bowman Bridge Hastings Estabrook Fiske
Questions Due	March 17, 2022	By 4:00 p.m.	Email at dharvey@lexingtonma.org
Addendums Due	March 21, 2022	By 4:00 p.m.	
Proposal Submission Due Date	March 23, 2022	11:00 a.m.	Lexington Public Schools, Central Administration Building, 146 Maple Street, Lexington, MA
Vendor Presentations	March 29, 2022 Presentations are not open to the public.	11:00 a.m.	Lexington Public Schools Central Administration Building 146 Maple Street, Lexington, MA 02420
Term	July 1, 2022 – June 30, 2025 with (2) One Year Extensions		



OFFICIAL BID DOCUMENT



**REQUEST FOR PROPOSALS: RENTAL OF SPACE AFTER SCHOOL
STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS**

Location of Programs:

- Bowman Elementary School
- Bridge Elementary School
- Estabrook Elementary School
- Fiske Elementary School
- Harrington Elementary School
- Hastings Elementary School

Lexington Public Schools Address List

School	Address	City	Phone #
Bowman Elementary School	9 Philip Road	Lexington, MA 02421	781-861-2500
Bridge Elementary School	55 Middleby Road	Lexington, MA 02421	781-861-2510
Estabrook Elementary School	117 Grove Street	Lexington, MA 02420	781-861-2520
Fiske Elementary School	55 Adams Street	Lexington, MA 02420	781-541-5001
Harrington Elementary School	328 Lowell Street	Lexington, MA 02420	781-860-0012
Hastings Elementary School	7 Crosby Road	Lexington, MA 02421	781-860-5800

A - GENERAL INFORMATION

1. OVERVIEW

This is a Request for Proposals (RFP) issued by the Lexington Public Schools to secure the provision of rental space for an after school structured student care.

Lexington Public Schools seeks proposals for **RENTAL OF SPACE OF AN AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS**. These proposals are to be provided to the Lexington Public Schools, 146 Maple Street, Lexington, MA, 02420. Elementary after school care for Lexington Public Schools students is needed on Mondays through Fridays. Mondays, Tuesdays, Wednesdays and Thursdays are full days of school for students from 9:00 a.m. to 3:30 p.m. Fridays are half days for students from 9:00 a.m. to 12:30 p.m. During the term of this agreement, early dismissal on Fridays at the elementary level could be eliminated but at this time it is yet to be determined the time frame of this curriculum change.



List of Lexington Public School Buildings

School	Address	City	Phone #
Bowman Elementary School	9 Philip Road	Lexington, MA 02421	781-861-2500
Bridge Elementary School	55 Middleby Road	Lexington, MA 02421	781-861-2510
Estabrook Elementary School	117 Grove Street	Lexington, MA 02420	781-861-2520
Fiske Elementary School	55 Adams Street	Lexington, MA 02420	781-541-5001
Harrington Elementary School	328 Lowell Street	Lexington, MA 02420	781-860-0012
Hastings Elementary School	7 Crosby Road	Lexington, MA 02421	781-860-5800

2. PROPOSAL DOCUMENTS

Proposal documents will be made available beginning **February 23, 2022** through the following means:

By submitting a request for **RFP #21-8** and providing the prospective Proposer's Contact Person Name, Company Name, Address, City, Zip, phone and email address through one of the following means:

- a. By email to **dharvey@lexingtonma.org**
- b. By **phone to Debbie Harvey at 781-861-2580 x68062**. In order to request by phone you must speak to a live person. Voice mail requests will not be considered official requests.
- c. Bid documents will be emailed unless delivery via U.S. Mail is specified by the requester.

3. QUESTIONS

All questions regarding this RFP must be submitted by **March 17, 2022 at 4:00 p.m.** Direct all inquiries to Debbie Harvey via one of the methods listed above. No inquiries will be accepted within two days prior to the bid opening. Responses to inquiries that affect all Proposers will be issued as addenda. Non-bidding parties (e.g., trade journals or trade clearinghouses) will not be issued addenda without a public records request for the addenda after the addenda is issued, and should not distribute this for use as an official bid document. Only Lexington Public Schools will issue official bid documents. Note: We do not distribute “official” documents to non- nor do we post notices of bids beyond those locations required by Massachusetts General Laws and regulations issued pursuant to such laws (i.e., newspapers of general circulation and the Goods and Services Bulletin).

4. ADDENDA

All Addenda to this RFP will be posted and emailed out to Proposers who have requested proposal documents by **March 21, 2022 at 4:00 p.m.** Written addenda issued by the Lexington Public Schools will be emailed to all parties that have requested bid documents from Lexington Public Schools via options described in #2 above. Absence of “failure” messages electronically transmitted from addressee’s site will serve as confirmation of delivery of addenda. should contact Debbie Harvey via email if they believe an addendum has not been received. Addenda will also be posted on the Lexington Public Schools website <http://lps.lexingtonma.org/Page/1>, click “About” tab at top of page then click on Finance and Operations then on left hand side of page click on “Procurements & Contracts” and look for RENTAL OF SPACE FOR AN AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS RFP which will be the responsibility of all parties to review periodically for addendums anytime before the proposal due date.



5. SCHOOL BUILDING VISITS

On **March 4, 2022 at 12:45 p.m.**, site visits will be conducted at each elementary school building to look at the current after school program’s available space for this program. A school representative will meet with all potential bidders at the Harrington Elementary School, 328 Lowell Street, Lexington, MA to start and then tour each of the other elementary school buildings available for the after school program. It will probably take about 20 - 30 minutes to tour each school building so please plan accordingly. There will be no Pre-Bid Conference.

6. BIDDER PRESENTATIONS

On **March 29, 2022** starting at 11:00 a.m., presentations will begin. The designated proposer presentation time of these presentations will be determined after all proposal submissions are submitted. All bidders will be notified of their designated presentation time once a schedule has been created. Presentations will be conducted at Lexington Public Schools, Central Administration Building, 146 Maple Street (GPS: 328 Lowell Street – a circular drive will be in front of the school building and parking on the side of the building), Lexington, MA 02420.

B - HOW TO SUBMIT A PROPOSAL

1. PROPOSAL SUBMISSIONS

- a. Sealed proposals must be received, time and date stamped by the official time clock in the Mailroom at the School Administration Building at Lexington Public Schools, 146 Maple Street, Lexington, MA 02420 on March 23, 2022 at 11:00 a.m. Any proposals submitted after 11:00 a.m. on March 23, 2022 will be considered late and will not be accepted for submission for this RFP. No emails or telegraphic proposals will be accepted.
- b. Proposals will be opened privately and evaluated by a designated LPS Review Committee. Price Proposals will be opened after Non-Price Proposal is reviewed and evaluated. Once the contract is awarded, proposals will be made available for anyone to request a copy of the proposals submitted. Requests for copies of all proposals submitted, please email Debbie Harvey at [dharvey@lexingtonma.org](mailto:धारवेय@लेक्सिंग्टनमा.ऑर्ग) after the contract is awarded.
- c. Unforeseeable Deterrents – If, at the time of the scheduled proposal submission date, Lexington Public Schools are closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal due date will be postponed until 11:00 AM. on the next normal business day.

d. PROPOSAL SUBMITTAL

Proposals consist of two parts for each location: a Price Proposal and a Non-Price Proposal. In accordance with Massachusetts General Laws (MGL) Chapter 30B, respondents must submit separate Price and Non-Price proposals (all required information in the RFP EXCEPT the Price Proposal Lease forms) in separately sealed envelopes. All school building Price and Non-Price Proposals must be submitted in its own **sealed envelope** clearly marked with the following information on the front of each envelope:

“Price Proposals For RFP #21-8 After School Structured Program For Elementary Students”

OR

“Non- Price Proposal For RFP #21-8 After School Structured Program For Elementary Students”



For all Price Proposals: (1) one copy of each building's Price Proposal must be submitted in one sealed envelope and marked as listed below:

- "Price Proposal – Bowman Elementary School"
- "Price Proposal – Bridge Elementary School"
- "Price Proposal – Estabrook School"
- "Price Proposal – Fiske Elementary School"
- "Price Proposal – Harrington Elementary School"
- "Price Proposal – Hastings Elementary School".

For Non-Price Proposal: There is one Non-Price Proposal form that represents all 6 Lexington Public School Elementary Schools. Include all other forms and information requested on your program in your Non-Price Proposal envelope which is 1 original copy of all information requested except the Price Proposal forms and one copy of all information except the Price Proposal forms on a thumb drive is required for submission. The original copy must be marked on an envelope as the following:

**"Non-Price Proposal for
Bowman Elementary School
Bridge Elementary School
Estabrook Elementary School
Fiske Elementary School
Harrington Elementary School
Hastings Elementary School**

The thumb drive must be marked as: Non-Price-RFP 21-8.

Price and Non-Price Proposals must be signed as follows:

- **If the proposer is an individual**, by her/him personally;
- **If the proposer is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
- **If the proposer is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed. If a company does not have a corporate seal, the seal will not be required on the form.

2. COMPLIANCE WITH RFP

Proposers must comply with all requirements of this RFP 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. Lexington Public Schools may reject or a Proposer may withdraw a proposal if a mistake is clearly evident on the face of the Non-Price or Price Proposal Form, yet the intended correct proposal is not similarly evident.



3. REQUIRED NON- PRICE PROPOSAL SUBMISSIONS

shall provide one copy of the following general information in their Non-Price Proposals for review:

- a. A cover letter describing your organization and explaining your philosophy of an after school structured program for elementary school students.
- b. A list of programs offered in your program to K-5 school-age children. You must list this information on the “After School Structured Programs Offered” attached under the forms required cover sheet.
- c. A sample of what the proposer’s weekly after school care program would entail for Lexington Public School students. List this information on the “Sample Weekly Program Schedule” form located after Cover Sheet in this RFP.
- d. A copy of your license to operate a school-age childcare program from the appropriate state licensing agency.
- e. A description of how educational, social, parental, and community involvement will be maintained. Lessee’s should describe, if any, different educational and social programs your company might provide to the students (if applicable). For example: enrichment or safety presentations or performances. Describe your program’s process of involving parents in your program (if applicable). Also describe if your program will involve itself in the school community. For example: participating in school fundraisers or involve the children in any kind of charity work. This is not required. This is for informational purposes only.
- f. Provide a transition plan for implementing an after school program in 6 school buildings.
- g. A plan for financing your program which demonstrates sufficient revenue to cover program expenses. Include a letter of endorsement from any projected funding sources, and a copy of your most recent audited financial statement. Current “audited financial statements” means the last year the audited financial statement was prepared. If the audited financial statement is more than two years old, respondents must provide their last audited financial statement available plus their most recent financial statements prepared by a CPA firm. Lexington Public Schools will accept tax returns and financials from any vendors who do not have an audited financial statement.
- h. A detailed plan to evaluate the program's quality and effectiveness. Include the criteria that will be evaluated.
- i. A description of your plan relative to the health, safety and nutrition of students, including: procedures to monitor children's arrival and follow up on children who do not arrive; procedures for the safe release of children, first aid, allergy preparedness and emergency procedures.
- j. A description of your procedures for student enrollment and registration. The Program will begin on first day of school.
- k. A description of your procedure for providing financial assistance to students, whose families face income limitations in affording program fees.
- l. Provide a tuition/fee schedule for the 2022-2023 school year. Vendor should list this information on the Proposal Tuition Rate Form included under the required forms section in the back of this RFP (completed Tuition Rate Form should reflect actual tuition to be charged).
- m. A sample quarterly enrollment report for each location.
- n. Parent late pick up fee policy.
- o. A description of training your staff has received in social/emotional learning programs
- p. All Amendments posted for this RFP must be included with all bid submissions.



- q. All Amendments and information given on our Questions and Answers postings will be included in the final contract awarded for the Rental of Space after School Structured Program for Elementary Students RFP.
4. **REQUIRED SITE-SPECIFIC SUBMISSIONS:** Proposers are required to provide the following site-specific information in their non-price proposals unless otherwise directed:
- a. A description of the program structure and content.
 - b. Proposed hours of operation. This should include staff arrival and departure and student arrival and departure.
 - c. A description of staff, including program supervision, management and support, as well as staff qualification requirements. Note: Individual school principals shall have final approval of program staff working within their buildings. A criminal background check will be conducted on all of the organization's employees before a program will be permitted to commence. Each organization's employee must be fingerprinted by a designated fingerprinting facility. Information regarding instructions on where to go for fingerprinting is included in this RFP.
 - d. Proposed staff-to-child ratios. Also include the maximum number of children that can be accommodated by your program at each school.
 - e. A description of program's Pick up and Drop Off Plan for students after school and vacation weeks will need to be submitted by the awarded Lessee by August 1 of each school year during the contract. Include parking plan for student pick up and drop off after school and school vacation weeks by the awarded Lessee by August 1 as well. If Pick Up and Drop Off Plans or Parking Plans change during the course of the contract, Lessee must notify Lexington Public Schools (धारवेय@लेखिंग्टनमा.ऑर्ग) in writing about any changes. Lexington Public School buildings have no restriction on where people park at their buildings as long as there is no parking in fire lanes and no parking areas at each school. Parents enter the building where the program is being held and pick up their child.
 - f. **Emergency Action Plan**
Provide an emergency action plan for your programs which will be implemented in each school building by the first day of your program. This emergency plan shall be updated annually during each lease term and approved by the district before the first day of school. **This information can be emailed to Debbie Harvey at धारवेय@लेखिंग्टनमा.ऑर्ग or delivered to the Business Office, 146 Maple Street, Lexington, MA 02420.**

Below is the information that must be included in each Emergency Action Plan for each building unless otherwise directed:
 - A list of your emergency personnel in each building with phone numbers
 - Emergency Reporting
 - Evacuation Procedures
 - Emergency Notification procedures
 - Procedure for a medical emergency
 - Procedure for a police and fire emergency
 - Severe weather notifications procedure
 - Emergency Training for all staff
5. **REQUIRED PROPOSAL FORM SUBMISSIONS:** All proposal submissions are **required** to contain the following forms fully completed and signed:
- a. A signed Cover Sheet



- b. Non-Price (Exhibit A) and Price (Exhibit B) Proposal Forms for each elementary school building as requested by RFP
- c. Proposed Tuition Rate Form (Exhibit C)
- d. After School Structured Program Offerings (Exhibit D)
- e. After School Structured Weekly Program Schedule Sample (Exhibit E)
- f. References (Exhibit F)
- g. Non-Collusion Form (Exhibit G)
- h. Certificate of Authority (Exhibit H)
- i. Disclosure of Lobbying Activities Form (Exhibit I)
- j. Certificate Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion (Exhibit J)
- k. Corporate/Partnership Form (if not applicable, sign N/A) (Exhibit K)

All forms are located under “Required Proposal Forms” in this RFP.

CORI Forms/Staff Fingerprinting: The State of Massachusetts requires every staff person and vendor who will be working with students to have a background check and fingerprint-based criminal background check before working with students. Under the new law, all public and private schools in Massachusetts are required to obtain a background check and state and national fingerprint-based criminal background checks for the purpose of determining the suitability of current and prospective employees of the schools that may have direct and unmonitored contact with children. The new law also requires schools to obtain state and national fingerprint-based criminal background checks for any individual who regularly provides school-related transportation to children, and any subcontractor or laborer commissioned by the schools to perform work on school grounds that may have direct and unmonitored contact with children.

CORI Forms: Lexington Public Schools requires any after school program staff member to fill out a CORI form available through the Lexington Public Schools Human Resources Department. Melanie Thompson is in charge of CORIs and Fingerprinting and would be the person you would contact (mthompson@lexingtonma.org or by phone at 781-861-2580 x68046) The awarded vendor must have all employees working with Lexington Public Schools’ elementary school students to complete a CORI/SORI form one month prior to the beginning of the school year. Included in this RFP under the “Forms” section is a copy of a CORI Form for your staff use. This form needs to be brought to any school building main office personnel or Human Resource Department at the Central Administration Building at 146 Maple Street (GPS Address: 328 Lowell Street) for submission along with the staff member’s driver’s license for verification. Any vendor employee who is not CORI checked one month before the beginning of the school year will not be allowed to enter any school building supervising students in Lexington Public Schools. Any employees hired after the first day of school cannot work with Lexington Public School students until their CORI background check has been submitted and approved by Lexington Public Schools.

Fingerprinting Information: Every employee of the after school program awarded vendor who will be working with Lexington Public School students must have a fingerprint-based criminal background check. Included in this RFP under the “Forms” section are instructions on where to obtain this fingerprint background check and where the confirmation of this action should be sent once this requirement is completed. Any vendor employee who is not fingerprinted and approved before the beginning of the school year will not be allowed to enter any school building supervising students in Lexington Public Schools. Any employees hired after the first day of school cannot work with Lexington Public School students until their fingerprint background check has been submitted and approved by Lexington Public Schools.



MODIFICATIONS TO PROPOSALS

A Proposer may correct, modify, or withdraw a proposal by written notice received by the Lexington Public Schools no later than the close of business on the day before the bid opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "RFP #21-8, AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS, Modification No. __." Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the non-price and price proposals or a surrogate so authorized in writing.

After the bid opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of Lexington Public Schools or fair competition as determined by Lexington Public Schools.

C - AWARD AND CONTRACT

1. RULE OF AWARD

An award will be made as follows:

Lexington Public Schools will select the most responsive and responsible Proposer submitting the most advantageous proposal, taking into consideration all quality requirements and comparative criteria set forth in this RFP, including the Proposer's experience, staff capacity, references, and plan of services as well as the proposal price.

2. Tie Breaker

In the event of a tie, the Lexington Public Schools will flip a coin assigning "heads" to the Proposer whose company name is alphabetically first.

3. TIMEFRAME FOR AWARD

All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the bid opening or until a contract is executed, whichever occurs first.

4. RESERVED RIGHTS

Lexington Public Schools reserves the right to:

- a. Cancel this RFP at any time, with or without notice to prospective . Reasonable efforts will be made to give timely notice.
- b. Accept or reject, in whole or in part, any and all proposals as permitted by law.
- c. Award contract as it deems best serves the interests of the Lexington Public Schools.
- d. Waive or adjust non-statutory proposal requirements before or after proposal are opened in whatever ways it deems best serves the interests of Lexington Public Schools, while also being non-prejudicial to the interests of fair competition.

5. LEASE CONTRACT

A signed lease contract will result from this RFP, and will remain in effect for the contracted work period or until the purpose of the contract is fully realized. The contract will be from July 1, 2022 through June 30, 2025 with an option for (2) one year extensions. The Lease only covers the period of two business days before school begins through the last day of school with 3 days for staff cleanup and storage for the summer.



D - PROPOSAL REQUIREMENTS

1. PERFORMANCE CAPABILITIES

Proposers must be capable of providing the specified goods and services on schedule, in working order, in an intact and undamaged condition, and providing any support services in a professional and workmanlike manner. Time of performance is critical to this RFP. must reassure Lexington Public Schools of their capacity to perform within the timeframe set out in this RFP. Program must be able to adjust their programs if Lexington Public Schools decides to move from half day of school on Fridays to a full day of school program in each elementary school.

2. EXPERIENCE

Proposers must demonstrate competency in the business of providing the services specified in this RFP per the following minimum criteria. that do not meet these minimum qualifications will not be considered.

- a. Proposer must demonstrate that the services proposed are consistent with its normal lines of business and must be able to provide an AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS described in this document.
- b. Proposer must receive favorable ratings from references.
- c. The services offered must meet the requested specifications.

3. REFERENCES

Proposers must provide a list of three references for similar services made in the last five years. Two of the references must be parents whose child(ren) participated in proposer's program. Any omission will be considered grounds to invalidate the proposer's bid. Use the attached Reference Form to provide references on your after school program.

Poor references may be used as a basis for determining that a **VENDOR is not a responsible bidder. Lexington Public Schools can and will act as its own reference.**

4. SUBCONTRACTORS

Proposer must supply a list of sub-contractors used for specialty services, if applicable.

E - PRODUCT AND PERFORMANCE TERMS

1. QUALITY MINIMUM REQUIREMENTS

- a. Provide at least three references.
- b. Must include all forms contained in the document with applicable signatures.
- c. Proposers shall have successfully completed at least two (2) prior years of after school care for elementary school students.
- d. Proposers must be able to demonstrate the ability to set up and implement an after school day care program in 6 elementary school buildings beginning the first day of school of each contract year and be ready to accept elementary school students in the program starting the first day of school for students in either August or September depending upon when the first day of school begins and subsequent first day of school



dates for the following years during the term of this contract.

- e. Proposers shall be available to conduct a presentation of their program for 30 minutes on Tuesday, March 29, 2022 and time to be determined once all proposals are submitted. Start time for presentations is 11:00 a.m. Location of presentations will be in person at Lexington Public Schools, Central Administration Building, 146 Maple Street (GPS address: 328 Lowell Street, Lexington – as you enter the driveway, there will be two school buildings, the presentations will be held in the older school building with the circular drive in front), Lexington, MA.

2. LEASE PAYMENTS

The awarded vendor will provide quarterly lease payments to the Town of Lexington for the sum of all after school programs (these will not include school vacation week lease payments). The additional leasing costs to operate programs during the school vacation weeks are found in each school’s location’s Price Proposal Sheet. The rate charged will be based on the location in which the program is held during that vacation week. The regular quarterly payments made by the awarded vendor to the Town of Lexington will be the sum of the total of the (6) six Price Proposals (base cost plus any supplemental cost outlined in the Price Proposal) for all locations for that particular fiscal year divided by four (40 equal payments).

The selected Vendor must mail all Lease Payments to the Department of Facilities at:

**Town of Lexington
Attn: Department of Facilities
201 Bedford Street
Lexington, MA 02420**

Check payments should be made out to “Town of Lexington”. Questions regarding any lease payments should be directed to Laurie Lucibello at 781-274-8900 x8904 or llucibello@lexingtonma.gov.

The lease term shall commence on July 1, 2022 and continue through June 30, 2027. Lease only covers the period of two business days before school begins through the last day of school with 3 days for staff cleanup and storage for the summer. The awarded proposer must submit one monthly lease payments for each month the after school program is in session for all the after school programs. **Vacation week lease payments are paid separately at least 30 days prior to the vacation week program will be in session.**

F - SPECIFICATIONS

GENERAL PRODUCT DESCRIPTION

The following specifications are for the provision of a **RENTAL OF SPACE FOR AN AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS** for Lexington Public Schools.

1. PROJECT DESCRIPTION

A Contract for Services for the provision of an after school structured program for elementary school students specified herein will be awarded to the most responsive and responsible bidder providing the most advantageous proposal based on an evaluation criteria and price. The award will be subject to satisfactory reference checks, conducted by the School Department. The Lexington Public Schools School Committee will award leases under this RFP within sixty (60)



business days after the opening of the RFPs, conditioned on submission by the successful bidder of evidence that it has sufficient ability, experience and capital to execute and complete the work in accordance with the contract. If requested, the Proposer may be requested to demonstrate financial stability satisfactory to the Town. The successful bidder must enter into lease agreements for six elementary schools prepared by Lexington Public Schools. Should there be a reason why the leases cannot be awarded within the time frame referenced herein, the time for award may be extended by mutual agreement between the Lexington Public Schools and the successful bidder. The School Department reserves the right to reject any and all proposals as determined to be in the best interest of the School Department, and to waive minor informalities.

2. SCOPE OF SERVICES

Lexington Public Schools is accepting proposals for an after school child care program. The Program, which will be run by an independent administration, should provide a safe, supportive environment to meet the varying needs of the participating children. Each day there should be time for indoor and outdoor play, a nutritious snack, and a variety of arts and crafts in a relaxed, well-supervised situation. Activities will be planned to allow the children to move at their own pace and with their own style. The Program will be held from after school at 3:30 p.m. until 6:00 p.m. Mondays through Thursdays and Fridays 12:30 p.m. until 6:00 p.m. when school is in session and during designated school vacation weeks at one designated school building. Lessee must provide services in the rental space only to Lexington residents who are students in grades K-5 or non-resident students enrolled in the Lexington Public Schools in grades K-5. Facilities will be available for non-school days that occur between the first day of school and the last day of school. Should additional space become available, the proposer shall provide the number of enrolled children necessary to allow for the opening of another site location.

Please Note: Elementary School start and end times could change at any time during the contract. Lexington Public Schools will communicate to awarded proposer any changes in advance.

Under limited circumstances, parents of students placed in an Out of District school for a special program may petition to attend the after school program at their Lexington geocoded school. This would be determined on a case by case basis with the approval being dependent upon space in the program and staffing needs. The principal, special education director and the after school program director would all need to be in agreement in the acceptance of a student into the after school program. Priority should be given to students enrolled in the after school program at the time the team determines an Out of District program is needed.

a. General Specification Requirements

- i. Lessee must provide services in the rental space only to Lexington residents who are students in grades K-5 or non-resident students enrolled in the Lexington Public Schools in grades K-5.
- ii. Lessee is restricted to providing after school child care programs.
- iii. Lessee must agree to pay the minimum rental rate established by the School Committee in these proposal documents. Note that the rental rate will not be the primary factor for the proposal award.
- iv. Lessee will be responsible for payment of all administrative costs associated with operating the program at each site (e.g., copying, office supplies, insurance premiums, etc.).
- v. **Internet Access:** Lessee will be provided with internet access via a public guest wireless network for After School Program staff only on their computers/devices. All printing and photocopying must be done off-site. Under certain circumstances limited access to our wired network can also be arranged. A “Use of LPS Network



by Non-LPS Group” form must be filled out for each program in each building and emailed to Tom Martellone, Director of Technology for Lexington Public Schools, at tmartellone@lexingtonma.org as soon as the building leases have been signed and approved.

- vi. **Printing Services:** Lessee will have access to Lexington Public Schools Print Center for any of their printing needs at a discounted rate.
- vii. **Telephone Service:** Lessee will be provided with a phone and extension at each elementary school building for their after school program.
- viii. Lessee will be provided with a door opening system at each elementary school building.
- ix. Lessee will be required to execute and abide by all terms in the lease agreement included with these proposal documents, or a lease in substantially the same form.
- x. Lessee will be required to provide quarterly student enrollment reports for each location on the following dates: October 1, December 1, March 1 and June 1.

b. Operation of Program

- i. **Price Proposals:** Lexington Public Schools’ elementary schools could change their school curriculum day on Fridays from a half day of school to a full day of school at some point in the future. All Price Proposals list two different pricing formats to include pricing for half day and full day after school care pricing. Lexington Public Schools requires at least the Minimum Price Proposal be proposed. Any Proposer who would like to bid over the Minimum Price Proposal should do so under the Supplemental Price Proposal section of each Price Proposal.
- ii. Lessee is prohibited from using the school for office location or mailing address. An offsite address and/or office location is required.
- iii. Only designated spaces listed on price proposal sheets are available. No office or storage space is assumed or included unless specified on the school building Price Proposal. Additional space needs must be requested and included in the proposal response.
- iv. **Gymnasium:** The after school program may use the gym in each elementary school but there are some restrictions to the use in some of the schools. This information is listed on each Price Proposal of each elementary school building. If the awarded after school program needs additional space and the gym is occupied by an outside entity, the after school program should contact the principal of the elementary school building, at least seven days in advance of the space needed and discuss other options for space during the specified time needed by the program in a particular elementary school building.
- v. **Kitchens:** The program may schedule and request use of kitchens with the Food Service Management Company contracted with Lexington Public Schools during the contracted years. The awarded proposer should contact Debbie Harvey at dharvey@lexingtonma.org to inquire and obtain the up-to-date contact information on the Food Service Director running the Food Service Program for Lexington Public Schools. Awarded After School Program will be billed for the time of an employee to supervise use and cleanup of equipment by the program. This is to preserve all serving permits and Board of Health regulations required of our kitchens.



- vi. Proposer may contact Food Service Director to inquire about obtaining meals, snacks and food items in compliance with School’s Wellness Policy and Allergy Policy. (See attached or website reference / <https://z2policy.ctspublish.com/masc/browse/lexingtonset/lexington/ADF> and <https://z2policy.ctspublish.com/masc/browse/lexingtonset/lexington/JLCEA>).
- vii. Lessee may provide food and drink to participants as long as Lessee complies with Lexington Public Schools Wellness and Allergy Policy and will allow participants to bring their own food and drink to have during the program. An additional cleaning fee will be added to the lease payments if Lessee entertains allowing food and drink available in their after school program.
- viii. Participants in the program will have the use of the playgrounds adjacent to the School during operating hours at no additional charge.
- ix. The Lessee shall not operate its programs when the Lexington Public Schools are not in session due to inclement weather or other emergency conditions.
- x. The Lessee may operate vacation day programs from 8:00 a.m. to 6:00 p.m. during February and April school vacation weeks at one designated school building during the year. The schedule for these designated school buildings hosting the vacation weeks varies from year to year. Below is the schedule of the designated school building hosting the vacation week student care program within the lease dates listed in this RFP. Lexington Public Schools reserves the right to change the designated school building hosting the vacation week in any given year during the lease. Vacation weeks are not included in the lease cost. Vacation Week payments are paid separately at least 30 days prior to the vacation week program will be in session.

AFTER SCHOOL PROGRAM FEBRUARY/APRIL SCHOOL VACATION LOCATIONS

School	Vacation Week
Hastings	February 2023
Fiske	April 2023
Estabrook	February 2024
Harrington	April 2024
Bowman	February 2025
Hastings	April 2025
Bridge	February 2026
Fiske	April 2026
Estabrook	February 2027
Harrington	April 2027

- xi. The Lessee may have occasional use of the Leased Premises at times other than the established Operating Hours in order to hold Program functions, subject to the prior written approval of the School Principal at least two weeks in advance of the event. Such use is not included as part of the rental payment, and in consideration for such



use of the Licensed Premises, the Lessee shall make additional payments in accordance with the standard Rental Policy Rates established by the School Committee for use by community groups of available school space but are subject to revision.

- xii. The Town agrees to cooperate with the Lessee to enable it to meet the guidelines of the Commonwealth Office of Child Care Services.
- xiii. Lessee should follow all Lexington Public Schools Covid Health and Safety Guidelines (when applicable during the contract period) found on the Lexington Public Schools website at <https://sites.google.com/lexingtonma.org/lps-covid19-return-to-school/your-health-safety-well-being>
- xiv. Should additional space become available, the shall provide the number of enrolled children necessary to allow for the opening of another site location.

3. CURRENT TUITION FEE INFORMATION

The current after school program provider is Lextended Day, Inc. (<http://www.lextendedday.org>). All Lexington Public Schools’ current after school programs charge the same program fee per student. The tuition fees charged depend upon how many blocks the student needs the program for every week. Each block equals one day each except for Friday, which has a 2-block schedule (12:30 p.m. until 3:30 p.m. and 3:30 p.m. until 6:00 p.m.).

The tuition payment structure is based on a block structure. These transactions happen between the awarded Lessee and families who participate in the program. These amounts will vary based on the number of “blocks” a parent is signing up for with the selected Lessee. In a school vacation week, the number of “blocks” is different than a regular school week.

Each day is (1) one block with the exception of the early release Fridays which is (2) two blocks. Friday blocks cannot be split. The current 2021-2022 after school program charges are:

# of Blocks	Tuition Fee
2 blocks	\$239.00
3 blocks	\$316.00
4 blocks	\$393.00
5 blocks	\$466.00
6 blocks	\$519.00

Current After School Program Enrollment as of September 29 in LPS Elementary Schools:

School	Monday	Tuesday	Wednesday	Thursday	Friday	License Capacity	Total # of Children	Total # Families
Bowman	78	80	82	81	78	130	99	85
Bridge	64	64	58	57	53	78	72	54
Estabrook	80	88	81	81	66	135	102	74
Fiske	53	57	47	47	44	96	67	53
Harrington	75	78	85	85	62	130	93	72
Hastings	93	91	87	87	69	114	110	88



4. STAFF PARKING

Lexington Public Schools has no restrictions on where Lessee employees park at the elementary school buildings as long as there is no parking in the fire lanes and designated “no parking” areas at each school. Parents enter the building where the program is being held and pick up their child.

5. TERM

The term is for a contract beginning on July 1, 2022 through May 31, 2025 with the option of (2) one year extensions.

6. ASSURANCES & DELIVERY

The Lexington Public Schools or a departmental representative shall inspect the work and give directions pertaining to the work. The Proposer or subcontractor shall notify the Town or its representative of the time of starting work, interruptions and delays.

The Vendor shall keep the work under its personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without notice and clearance by the Town. All materials, methods of delivery, and staff involved with delivery must comply with all applicable laws, statutes, policies, and regulations. Ignorance of any law, regulation, policy, or statute is not an excuse for non-compliance with those laws, regulations, policies, or statutes. This includes but is not limited to prevailing wage, MGL 30B, MGL 30 39m, and MGL 149.

7. INSURANCE REQUIREMENTS: The Contractor shall carry and maintain, for the life of this contract, all insurance as specified below, and in such form as covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by him/herself or by any person or anyone directly or indirectly employed by either of them. The coverage shall include Lexington Public Schools as an additional insured and amounts of such insurance shall be as follows:

- a. Workers Compensation
 - Statutory State, Massachusetts
 - Coverage Limit, \$100,000 each employee
- b. General Liability
 - Limits of Liability Combined Single Limit
 - Bodily Injury and Property Damage of \$1,000,000
- c. Arrangement of Coverage
 - Premises Operations
 - Owners and Contractors Protective
 - Broad Form Comprehensive General Liability Endorsement or equivalent to include Broad Form Contractual, Personal Injury, Broad Form Property Damage.

Cross Liability

Professional Liability

Said policies shall be so written that the Lexington Public Schools will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation.

Certificates in duplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Lexington Public Schools before operations are begun. Such certificates shall contain a statement referring specifically to this contract to the effect that all



insurance coverage herein required has been provided. Certificates shall be filed before the award can be made. Signatures on all certificates and insurance forms must be original signatures. Insurance under which the Town shall be named as in “Insured” or as “Additional Interest” shall be carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts. The Contractor shall indemnify and save harmless the Town, and all of its officers, agents, and employees from all suits, actions or claims of any character.

G - EVALUATION CRITERIA

1. Minimum Evaluation Criteria

Proposals will be evaluated on the basis of the criteria in the Non-Price Proposal included in this RFP. Proposer needs to meet all of the minimum requirements. In addition, and to the extent not already included in the required submissions listed above, proposers should submit information addressing the following evaluation criteria:

Comparative Evaluation Criteria

The purpose of information requested in this section is to assist the District in evaluating the Proposer’s overall qualifications; including its financial strength, its management capabilities and its commitment to the communities it serves, including the Lexington Public Schools. Below is what the Evaluation Review Committee will be evaluating on once all bid submissions are submitted.

a. Proposer/Company Background Length Of Experience:

1.	Ten years or more of operating experience with public school after school programs K – 5 th grade students comparable in size defined by enrollment (within 10%)	Highly Advantageous
2.	Five years but not less than 3 years of operating experience with public school after school programs K – 5 th grade students comparable in size defined by enrollment (within 10%)	Advantageous
3.	Two years or less of operating experience with public school after school programs K – 5 th grade students comparable in size defined by enrollment (within 10%)	Not Advantageous
4.	No experience in operating an after school program in a public school K – 5 th grade students comparable in size defined by enrollment (within 10%)	Unacceptable

b. Qualifications and Experience of the After School Program Director Overseeing Program:

1.	Five or more years work experience overseeing and supervising 4 or more after school structured programs in a public school district	Highly Advantageous
2.	Four but not less than three years of work experience overseeing and supervising 2 to 3 after school structured programs in a public school district	Advantageous
3.	Less than 2 years of work experience overseeing and supervising 1 to 2 after school structured programs in a public school district.	Not Advantageous
4.	No work experience overseeing and supervising less than 2 after school structured programs in a public school district.	Unacceptable



c. Qualifications and Experience Of The After School Program Site Directors Who Will Be Overseeing The Individual District Programs:

1.	Five or more years of work experience conducting an after school structured program for grade K-5 students in a public school district	Highly Advantageous
2.	Four but not less than three years of work experience conducting an after school structured program for grade K-5 students in a public school district	Advantageous
3.	Less than two years of work experience conducting an after school structured program for grade K-5 students in a public school district	Not Advantageous
4.	No work experience conducting an after school structured program for grade K-5 students in a public school district	Unacceptable

d. Overall Program Offerings:

1.	Vendor provides more than 5 program offerings in a weekly after school program	Highly Advantageous
2.	Vendor provides 4 program offerings in a weekly after school program	Advantageous
3.	Vendor provides 3 program offerings in a weekly after school program	Not Advantageous
4.	Vendor provides fewer than 3 program offerings in a weekly after school program.	Unacceptable

e. Staff to Child Ratio – Amendment One – Removed from criteria/

1.	1 staff member per 15 or less students	Highly Advantageous
2.	1 staff member per 16 – 22 students	Advantageous
3.	1 staff member per 23 - 30 students	Not Advantageous
4.	1 staff member per 31 or more students	Unacceptable



**Rental Space For An After School Structured Program RFP Required
Forms**

OFFICIAL BID DOCUMENT



Name of Bidder: _____

COVER SHEET

**Must be submitted as the cover sheet to the completed LEXINGTON PUBLIC SCHOOLS
Rental of Space for After School Structured Program RFP to be valid**

Town of Lexington
LEXINGTON PUBLIC SCHOOLS

Instructions to Bidders

Rental of Space for After School Structured Program RFP

By submitting this bid the undersigned represents to the Town that it has examined and understands the Invitation for Bids, contract forms, and all other documents in this bidding package. By submitting this bid, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this bid or any contract that may be entered into based upon this bid, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts. A bidder wishing to amend this bid after transmittal to the Town may do so only by withdrawing this bid and resubmitting another bid prior to the time for opening bids.

The undersigned proposes to furnish all labor and materials required for the work of the contract referred to above for the prices stated on the attached LEXINGTON PUBLIC SCHOOLS RENTAL OF SPACE FOR AFTER SCHOOL STRUCTURED PROGRAM RFP, which prices are incorporated by reference into this bid form. This undersigned vendor also agrees that, if selected as contractor, it will within five (5) days, Saturdays, Sundays and legal holidays excluded, after receipt of a contract from the Awarding Authority, execute the contract in accordance with the Invitation For Bids.

Authorized Signature

Date

Print Authorized Name

Contact Name for Bid Questions:

Contact Name

Email of Contact Person

Company Name

Contact Person Phone Number

Address

State

Zip Code

Contact Email Address



Exhibit A – Non - Price Proposal for All Schools

OFFICIAL BID DOCUMENT



EXHIBIT A - NON-PRICE PROPOSAL

**FOR
BOWMAN ELEMENTARY SCHOOL
BRIDGE ELEMENTARY SCHOOL
ESTABROOK ELEMENTARY SCHOOL
FISKE ELEMENTARY SCHOOL
HARRINGTON ELEMENTARY SCHOOL
HASTINGS ELEMENTARY SCHOOL**

Day of Week Available:	Monday/Tuesday/Wednesday/Thursday	3:30 p.m. – 6:00 p.m.
	Friday (1/2 day every week)	12:30 p.m. – 6:00 p.m.
	Vacation Weeks (February and April only)	8:00 a.m. – 6:00 p.m.
Program:	<ul style="list-style-type: none"> • 183 Schools Days beginning first day of school (August or September depending upon school calendar) ending last day of school in June • Vacation Weeks – February and April • Monday through Friday Program • Unused snow days on school calendar do not apply and are unavailable • Program is closed for all school snow days 	

RFP Section B – 3 – Required Proposal Submissions - - the following will be used by the reviewers of the proposal. One copy of Non-Price Proposal and one copy on a thumb drive is required. Follow all RFP submission requirements. Proposer shall complete yes or no to confirm required proposal documents are included in proposal submission.

#	Criteria	Yes	No
a.	A cover letter describing your organization and explaining your philosophy of after school structured programs for elementary school students.		
b.	After School Structured Programs Offered Form		
c.	Sample Weekly Program Schedule Form		
d.	A copy of your license to operate a school-age childcare program from the appropriate state licensing agency.		
e.	A description of how educational, social, parental, and community involvement will be maintained.		
f.	Transition Plan		
g.	A plan for financing your program which demonstrates sufficient revenue to cover program expenses.		
h.	A detailed plan to evaluate the program's quality and effectiveness. Include the criteria that will be evaluated.		
i.	A description of your plan relative to the health, safety and nutrition of students, including: procedures to monitor children's arrival and follow up on children who do not arrive; procedures for the safe release of children, first aid, allergies preparedness and emergency procedures.		
j.	A description of your procedures for student enrollment and registration. The program will begin on or about August 30, 2022		
k.	Financial assistance.		
l.	Annual tuition/fee schedule for the lease term.		
m.	A sample quarterly enrollment report for each location.		
n.	Parent Late Pick Up Fee Policy		
o.	A description of training your staff has received in social/emotional learning programs.		



#	Criteria	Yes	No
p.	All Amendments posted for this RFP must be included with all bid submissions.		
q.	All Amendments and information given on our Questions and Answers postings will be included in the final contract awarded for the Rental of Space after School Structured Program for Elementary Students RFP.		

RFP Section B-4 – Required Site-Specific Submissions- the following will be used by the reviewers of the proposal. All documentation is submitted under submission criteria and submittals. Proposer shall complete yes or no to confirm required site-specific required documents are included in proposal submission.

#	Criteria	Yes	No
a.	A description of the program structure and content.		
b.	Proposed hours of operation.		
c.	A description of staff, including program supervision, management and support, as well as staff qualification requirements.		
d.	Proposed staff-to-child ratios.		
e.	A description of how your program would transport students, if needed.		
g.	Emergency Action Plan		

RFP Section B-5 – Required Proposal Form Submissions - the following will be used by the reviewers of the proposal. All documentation is submitted under submission criteria and submittals. Proposer shall complete yes or no to confirm required RFP forms are included in proposal submission.

#	Criteria	Yes	No
a.	A signed Cover Sheet		
b.	Non-Price (Exhibit A) Proposal Form and Price (Exhibit B) Proposal Forms for each elementary school building as requested by RFP		
c.	Proposed Tuition Rate Form (Exhibit C)		
d.	After School Structured Program Offerings (Exhibit D)		
e.	After School Structured Weekly Program Schedule Sample (Exhibit E)		
f.	References		
g.	A signed Non-Collusion Form		
h.	A signed Certificate of Authority		



#	Criteria	Yes	No
i.	Disclosure of Lobbying Activities Form		
j.	Certificate Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion		
k.	A signed Corporate/Partnership Form (if applicable)		

RFP Section E – 1 - QUALITY MINIMUM REQUIREMENTS - the following will be used by the reviewers of the proposal. All documentation is submitted under submission criteria and submittals. Proposer shall complete yes or no to confirm vendor has met has provided required documentation and can meet the requirements requested in this RFP.

#	Criteria	Yes	No
a.	Provide at least three references.		
b.	Must include all forms contained in the document with applicable signatures.		
c.	shall have successfully completed at least two (2) prior years of after school care for elementary school age students.		
d.	must be able to demonstrate the ability to set up and implement an after school day care program in 6 elementary school buildings beginning July 1, 2022 and be ready to accept elementary school students in the program starting the first day on August 30, 2022 for students on the first day of school and subsequent first day of school dates for the following years during the term of this contract.		
e.	shall be available to conduct a presentation of their program for 30 minutes on March 29, 2022 and time to be determined once all		



proposals are submitted.		
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RFP Section F-2A - General Specification Requirements - the following will be used by the reviewers of the proposal. All documentation is submitted under submission criteria and submittals. One copy of Non-Price Proposal required along with a copy of the Non-Price Proposal on a thumb drive. Follow all RFP submission requirements. Proposer shall complete yes or no to confirm program will comply with the General Specification Requirements and agree to what is provided and not provided by the district:

#	Criteria	Yes	No
i.	Lessee must provide services in the rental space only to Lexington residents who are students in grades K-5 or non-resident students enrolled in the Lexington Public Schools in grades K-5.		
ii.	Lessee is restricted to providing after school child care programs.		
iii.	Lessee must agree to pay the minimum rental rate established by the School Committee in these proposal documents.		
iv.	Lessee will be responsible for payment of all administrative costs associated with operating the program at each site (e.g., copying, office supplies, insurance premiums, etc.).		
v.	Lessee will be provided with internet access via a public guest wireless network for After School Program staff only on their computers/devices. All printing and photocopying must be done off-site.		
vi.	Lessee will have access to Lexington Public Schools Print Center for any of their copying needs for a discounted rate.		
vii.	Telephone Service: Lessee will be provided with a phone and extension at each elementary school building for their after school program.		
viii.	Lessee will be provided with a door opening system at each elementary school building.		
ix.	Lessee will be required to execute and abide by all terms in the lease agreement included with these proposal documents, or a lease in substantially the same form.		
x.	Lessee will be required to provide quarterly student enrollment reports for each location on the following dates: October 1, December 1, March 1 and June 1.		

Certification:

I certify that the above facts (Non-Price Proposal) are true and that I am authorized to offer the above proposal on behalf of:



Lessee (print)

Reviewer

Lessee's Address

Date

Lessee Signature

Position

Date

OFFICIAL BID DOCUMENT



EXHIBIT B – PRICE PROPOSAL FORMS

OFFICIAL BID DOCUMENT



PRICE PROPOSAL - BOWMAN ELEMENTARY SCHOOL

Site:	Bowman Elementary School 9 Philip Road Lexington, MA 02421	
Space:	Cafeteria Gym (a classroom will be provided if gym is needed for school meeting or other bookings from the Recreation Dept. Program should check for availability weekly in Main Office) Office	
Day of Week Available:	Monday/Tuesday/Wednesday/Thursday	3:30 p.m. – 6:00 p.m.
	1.Fridays (1/2 day every week) or 2.Fridays (Full day every week) **If school district changes from half day to full day on Fridays **	12:30 p.m. – 6:00 p.m. or 3:30 p.m. – 6:00 p.m.
	Vacation Weeks (February and April only)	8:00 p.m. – 6:00 p.m.
Program:	183 Schools Days beginning first day of school (August or September depending upon school calendar) ending last day of school in June Vacation Weeks – February and April (separate cost from lease payment) Monday through Friday Program Unused snow days on school calendar do not apply and are unavailable Program is closed for all school snow days	

The _____ proposes the following rate:
(Organization)

RENTAL RATE: Yearly Rental Lease Cost

	YEAR 1 July 2022 – June 2023		YEAR 2 July 2023 – June 2024		YEAR 3 July 2024 – June 2025		YEAR 4 July 2025 – June 2026		YEAR 5 July 2026 – June 2027	
Yearly Minimum Lease Price Proposal	\$20,500.00	\$16,400.00	\$21,320.00	\$17,056.00	\$22,172.80	\$17,738.24	\$23,059.71	\$18,447.77	\$23,982.10	\$19,185.68
	Friday Half Day	Friday Full Day								
Vacation Weekdays	\$315.75 per day of operation x number of days		\$328.38 per day of operation x number of days		\$341.52 per day of operation x number of days		\$355.18 per day of operation x number of days		\$369.39 per day of operation x number of days	
Yearly Supplemental Lease Price Proposal	\$ Friday Half Day	\$ Friday Full Day								
Total Annual	\$ Friday Half Day	\$ Friday Full Day								

Certification: I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of

Lessee Name (print)

Lessee Signature

Lessee Position

Lessee's Address

Date



PRICE PROPOSAL - BRIDGE ELEMENTARY SCHOOL

Site:	Bridge Elementary School 55 Middleby Road Lexington, MA 02421	
Space:	Cafeteria, Room 19, Room 21, Room 15 (room may vary) and Gym (Fridays – check for availability in gym with Main Office)	
Day of Week Available:	Monday/Tuesday/Wednesday/Thursday	3:30 p.m. – 6:00 p.m.
	1. Fridays (1/2 day every week) or 2. Fridays (Full Day) **If school district changes from half day to full day on Fridays **	12:30 p.m. – 6:00 p.m. or 3:30 p.m. – 6:00 p.m.
	Vacation Weeks (February and April only)	8:00 p.m. – 6:00 p.m.
Program:	183 Schools Days beginning first day of school (August or September depending upon school calendar) ending last day of school in June Vacation Weeks – February and April (separate cost from lease payment) Monday through Friday Program Unused snow days on school calendar do not apply and are unavailable Program is closed for all school snow days	

The _____ proposes the following rate:
(Organization)

RENTAL RATE: Yearly Rental Lease Cost

	YEAR 1 July 2022 – June 2023		YEAR 2 July 2023 – June 2024		YEAR 3 July 2024 – June 2025		YEAR 4 July 2025 – June 2026		YEAR 5 July 2026 – June 2027	
Yearly Minimum Lease Price Proposal	\$23,000.00	\$18,400.00	\$23,920.00	\$19,136.00	\$24,876.80	\$19,901.44	\$25,871.87	\$20,697.50	\$26,906.74	\$21,525.39
	Friday Half Day	Friday Full Day								
Vacation Weekdays	\$315.75 per day of operation x number of days		\$328.38 per day of operation x number of days		\$341.52 per day of operation x number of days		\$355.18 per day of operation x number of days		\$369.39 per day of operation x number of days	
Yearly Supplemental Lease Price Proposal	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day
Total Annual	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day

Certification: I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of:

Lessee Name (print)

Lessee Signature

Lessee Position

Lessee's Address

Date



PRICE PROPOSAL - ESTABROOK ELEMENTARY SCHOOL

Site:	Estabrook Elementary School 117 Grove Street Lexington, MA 02420	
Space:	Cafeteria and Gym (half gym), Music Room, Storage Room, Office and Sorting Room	
Day of Week Available:	Monday/Tuesday/Wednesday/Thursday	3:30 p.m. – 6:00 p.m.
	1. Fridays (1/2 day every week) OR 2. Fridays (Full Day) **If school district changes from half day to full day on Fridays**	12:30 p.m. – 6:00 p.m. or 3:30 p.m. – 6:00 p.m.
	Vacation Weeks (February and April only)	8:00 p.m. – 6:00 p.m.
Program:	183 Schools Days beginning first day of school (August or September depending upon school calendar) ending last day of school in June Vacation Weeks – February and April (separate cost from lease payment) Monday through Friday Program Unused snow days on school calendar do not apply and are unavailable Program is closed for all school snow days	

The _____ proposes the following rate:
(Organization)

RENTAL RATE: Yearly Rental Lease Cost

	YEAR 1 July 2022 – June 2023		YEAR 2 July 2023 – June 2024		YEAR 3 July 2024 – June 2025		YEAR 4 July 2025 – June 2026		YEAR 5 July 2026 – June 2027	
Yearly Minimum Lease Price Proposal	\$25,000.00 Friday Half Day	\$20,000.00 Friday Full Day	\$26,000.00 Friday Half Day	\$20,800.00 Friday Full Day	\$27,040.00 Friday Half Day	\$21,632.00 Friday Full Day	\$28,121.60 Friday Half Day	\$22,497.28 Friday Full Day	\$29,246.46 Friday Half Day	\$23,397.17 Friday Full Day
Vacation Weekdays	\$315.75 per day of operation x number of days		\$328.38 per day of operation x number of days		\$341.52 per day of operation x number of days		\$355.18 per day of operation x number of days		\$369.39 per day of operation x number of days	
Yearly Supplemental Lease Price Proposal	\$ Friday Half Day	\$ Friday Full Day								
Total Annual	\$ Friday Half Day	\$ Friday Full Day								

Certification: I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of:

Lessee Name (print)

Lessee Signature

Lessee Position

Lessee's Address

Date



OFFICIAL BID DOCUMENT



PRICE PROPOSAL - FISKE ELEMENTARY SCHOOL

Site:	Fiske Elementary School 55 Adams Street Lexington, MA 02420	
Space:	Cafeteria, Gym, Office, Storage Room, Music Room (occasionally)	
Day of Week Available:	Monday/Tuesday/Wednesday/Thursday	3:30 p.m. – 6:00 p.m.
	1. Fridays (1/2 day every week) or 2. Fridays (Full Day) **If school district changes from half day to full day on Fridays**	12:30 p.m. – 6:00 p.m. or 3:30 p.m. – 6:00 p.m.
	Vacation Weeks (February and April only)	8:00 p.m. – 6:00 p.m.
Program:	183 Schools Days beginning first day of school (August or September depending upon school calendar) ending last day of school in June Vacation Weeks – February and April (separate cost from lease payment) Monday through Friday Program Unused snow days on school calendar do not apply and are unavailable Program is closed for all school snow days	

The _____ proposes the following rate:
(Organization)

RENTAL RATE: Yearly Rental Lease Cost

	YEAR 1 July 2022– June 2023		YEAR 2 July 2023 – June 2024		YEAR 3 July 2024 – June 2025		YEAR 4 July 2025 – June 2026		YEAR 5 July 2026 – June 2027	
Yearly Minimum Lease Price Proposal	\$25,000.00	\$20,000.00	\$26,000.00	\$20,800.00	\$27,040.00	\$21,632.00	\$28,121.60	\$22,497.28	\$29,246.46	\$23,397.17
	Friday Half Day	Friday Full Day								
Vacation Weekdays	\$315.75 per day of operation x number of days		\$328.38 per day of operation x number of days		\$341.52 per day of operation x number of days		\$355.18 per day of operation x number of days		\$369.39 per day of operation x number of days	
Yearly Supplemental Lease Price Proposal	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day
Total Annual	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day

Certification: I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of:

Lessee Name (print)

Lessee Signature

Lessee Position

Lessee's Address

Date



PRICE PROPOSAL - HARRINGTON ELEMENTARY SCHOOL

Site:	Harrington Elementary School 328 Lowell Street Lexington, MA 02420	
Space:	Cafeteria, Gym, Office, Storage Closet, Library and Additional Classrooms if needed and requested	
Day of Week Available:	Monday/Tuesday/Wednesday/Thursday	3:30 p.m. – 6:00 p.m.
	1. Fridays (1/2 day every week) OR 2. Fridays (Full Day) **If school district changes from half day to full day on Fridays **	12:30 p.m. – 6:00 p.m. or 3:30 p.m. – 6:00 p.m.
	Vacation Weeks (February and April only) (separate cost from lease payment)	8:00 p.m. – 6:00 p.m.
Program:	183 Schools Days beginning first day of school (August or September depending upon school calendar) ending last day of school in June Vacation Weeks – February and April Monday through Friday Program Unused snow days on school calendar do not apply and are unavailable Program is closed for all school snow days	

The _____ proposes the following rate:
(Organization)

RENTAL RATE: Yearly Rental Lease Cost

	YEAR 1 July 2022– June 2023		YEAR 2 July 2023 – June 2024		YEAR 3 July 2024 – June 2025		YEAR 4 July 2025 – June 2026		YEAR 5 July 2026 – June 2027	
Yearly Minimum Lease Price Proposal	\$25,000.00	\$20,000.00	\$26,000.00	\$20,800.00	\$27,040.00	\$21,632.00	\$28,121.60	\$22,497.28	\$29,246.46	\$23,797.15
	Friday Half Day	Friday Full Day	Friday Half Day	Friday Full Day	Friday Half Day	Friday Full Day	Friday Half Day	Friday Full Day	Friday Half Day	Friday Full Day

Vacation Weekdays	\$315.75 per day of operation x number of days		\$328.38 per day of operation x number of days		\$341.52 per day of operation x number of days		\$355.18 per day of operation x number of days		\$369.39 per day of operation x number of days	
Yearly Supplemental Lease Price Proposal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Friday Half Day	Friday Full Day								
Total Annual	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Friday Half Day	Friday Full Day								



Lessee Name (print)

Lessee Signature

Lessee Position

Lessee's Address

Date

~~Certification: I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of~~

OFFICIAL BID DOCUMENT



PRICE PROPOSAL - HASTINGS ELEMENTARY SCHOOL

Site:	Hastings Elementary School 7 Crosby Road Lexington, MA 02421	
Space:	Cafeteria, Gym (half of gym), Storage/Office, Art Room and Music Room	
Day of Week Available:	Monday/Tuesday/Wednesday/Thursday	3:30 p.m. – 6:00 p.m.
	1. Fridays (1/2 day every week) OR	12:30 p.m. – 6:00 p.m. or
	2. Fridays (Full Day) **If school district changes from half day to full day on Fridays **	3:30 p.m. – 6:00 p.m.
	Vacation Weeks (February and April only) (separate cost from lease payment)	8:00 p.m. – 6:00 p.m.
Program:	183 Schools Days beginning first day of school (August or September depending upon school calendar) ending last day of school in June Vacation Weeks – February and April Monday through Friday Program Unused snow days on school calendar do not apply and are unavailable Program is closed for all school snow days	

The _____ proposes the following rate:
(Organization)

	YEAR 1 July 2022– June 2023		YEAR 2 July 2023 – June 2024		YEAR 3 July 2024 – June 2025		YEAR 4 July 2025 – June 2026		YEAR 5 July 2026 –
Yearly Minimum Lease Price Proposal	\$25,000.00	\$20,000.00	\$26,000.00	\$20,800.00	\$27,040.00	\$21,632.00	\$28,121.60	\$22,497.28	\$29,246.46
	Friday Half Day	Friday Full Day	Friday Half Day	Friday Full Day	Friday Half Day	Friday Full Day	Friday Half Day	Friday Full Day	Friday Half Day

RENTAL RATE: Yearly Rental Lease Cost

Vacation Weekdays	\$315.75 per day of operation x number of days		\$328.38 per day of operation x number of days		\$341.52 per day of operation x number of days		\$355.18 per day of operation x number of days		\$369.39 per day of operation x number of days	
Yearly Supplemental Lease Price Proposal	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day
Total Annual	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day	\$ Friday Half Day	\$ Friday Full Day

Certification: I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of:

Lessee Name (print)

Lessee Signature

Lessee Position

Lessee's Address

Date



EXHIBIT C - PROPOSED TUITION RATE FORM

FOR THE

AFTER SCHOOL STRUCTURED PROGRAM FOR ELEMENTARY STUDENTS RFP

List below your cost for tuition for each student to attend your After School Structured Program for Elementary Students for the 2022-2023 school year. The table below represents the cost for all grades.

Program	2 Blocks	3 Blocks	4 Blocks	5 Blocks	6 Blocks	Extra Block*
Bowman	\$	\$	\$	\$	\$	
Bridge	\$	\$	\$	\$	\$	
Estabrook	\$	\$	\$	\$	\$	
Fiske	\$	\$	\$	\$	\$	
Harrington	\$	\$	\$	\$	\$	
Hastings	\$	\$	\$	\$	\$	

One block only if space allows

If a different cost is associated for a certain grade, list the information in the table below:

Grade	2 Blocks	3 Blocks	4 Blocks	5 Blocks	6 Blocks	Extra Block*
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	

One block only if space allows



EXHIBIT D - AFTER SCHOOL STRUCTURED PROGRAM OFFERINGS FORM

PROGRAMS OFFERED?	OFFERED YES OR NO (write yes or no in the box corresponding to program)	If Yes, # Of times per week, month or year offered	If Yes, list whether per Week, Month or Year
Tutoring/Homework Time			
Outdoor Education Programs			
Field Trips			
Dance Classes			
Exercise Classes			
Music Classes			
Arts & Craft Classes			
Enrichment Programs/Performances/Guest visits			
Instruction Classes – foreign language, science, etc.			
Free Play (socializing with friends)			
Outdoor/Indoor Recreation (sports, board games, etc.)			
Snack Time			
Team Building Exercises			
Other (list below)			



EXHIBIT E - AFTER SCHOOL STRUCTURED SAMPLE WEEKLY PROGRAM SCHEDULE

List in Designated Box a Sample of What Activity/Program Students Would Participate in a Week.

School Year Weekly Scheduled Time	Monday	Tuesday	Wednesday	Thursday	Friday (1/2 day)
12:30 – 6:00 p.m.					
3:30 – 4:30 p.m.					
4:30 – 5:30 p.m.					
5:30 – 6:00 p.m.					
VACATION WEEK	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 – 9:00 a.m.	HOLIDAY				
9:00 - 10:00 a.m.	HOLIDAY				
11:00 -12:00 a.m.	HOLIDAY				
12:00 – 1:00 p.m.	HOLIDAY				
1:00 – 2:00 p.m.	HOLIDAY				
2:00 – 3:00 p.m.	HOLIDAY				
3:00 – 4:00 p.m.	HOLIDAY				
4:00 – 5:00 p.m.	HOLIDAY				
5:00 – 6:00 p.m.	HOLIDAY				

EXHIBIT F - REFERENCES



References of customers to whom you have provided after school care services. Provide 3 references of parents who have participated in your program.

1. _____
Parent Name _____
Contact Email Address _____
Contact Phone Number _____

2. _____
Parent Name _____
Contact Email Address _____
Contact Phone Number _____

3. _____
Parent Name _____
Contact Email Address _____
Contact Phone Number _____

Bidders shall submit this form fully completed with each proposal.



Lexington Public Schools
EXHIBIT G - CERTIFICATE OF NON-COLLUSION

M.G.L. Ch. 30B, s10, BID PROPOSALS: **Certificate of Non-Collusion** - **MANDATORY**.

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

Company or Corporation

Dated: _____

Authorized Official's Signature

ATTESTATION STATEMENT: State Taxes Paid
MANDATORY

Pursuant to M.G.L. Ch. 62c 49a, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

State tax paid to _____ using Federal ID or SS# _____

Company or Corporation

Dated: _____

Authorized Official's Signature



EXHIBIT H - CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)

held on* _____ at which all the Directors were present or waived notice, it
_____ was voted that _____, _____ of this (date)
(name) (office)

corporation, be it he or she, hereby is authorized to execute bid documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation’s name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(clerk or secretary)

Place of Business: _____

I certify that I am the clerk/secretary of the _____
(name of Corporation)

and that _____ is the duly elected _____
(name) (office)

and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(clerk or secretary)

Date:** _____

* This date must be on or before the date of the Contract

** This date must be on or before the date of the Contract



EXHIBIT I - DISCLOSURE OF LOBBYING ACTIVITIES FORM

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



**EXHIBIT J - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
& VOLUNTARY EXCLUSION**

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled ACertification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)



EXHIBIT K - CORPORATE/PARTNERSHIP FORM

NOTE: If the bidder is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts? Yes ___ No ___.

If the bidder is selected for the work referred to above, it is required under M.G.L. c.30 §39L to furnish to the awarding Town a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c.181 §§3, 5 and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual:

Name: _____

Residence: _____

If an Individual doing business under a firm name:

Name of Firm: _____

Name of Individual: _____

Business Address: _____

Residence: _____

Other form of business organization: _____



EXHIBIT L - CORI FORM



Lexington Public Schools
146 Maple Street ♦ Lexington, Massachusetts 02420

CORI REQUEST FORM

Applicant: Employee: Volunteer: Student Intern: Other: _____
Contract Service/Company Name: _____

Print: Last Name _____ First Name _____ Middle Name _____ Suffix _____

Maiden Name (or other name(s) by which you have been known.) _____

Date of Birth _____ Place of Birth _____

Last six digits of your social security number (REQUIRED): XXX-_____-_____

Sex: _____ Height: _____ ft _____ in. Eye Color: _____ Race(optional): _____

Mother's Full Maiden Name _____ Father's Full Name _____

Current Street Number and Name _____ City/Town _____ State _____ Zip _____

Former Street Number and Name _____ City/Town _____ State _____ Zip _____

The above information was verified by reviewing the following form(s) of government issued identification:

Driver's License or ID Number: _____ State of Issue: _____

Other Form of Photo ID: _____

VERIFIED BY: _____
Printed Name of Verifying Employee _____ Signature: _____ Date: _____

Level 3 CORI Record Found Y N
Date _____ Initial _____

5/2012





Lexington Public Schools
146 Maple Street ♦ Lexington, Massachusetts 02420

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM**

**TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR EMPLOYMENT, VOLUNTEER,
SUBCONTRACTOR LICENSING, AND HOUSING PURPOSES**

Lexington Public Schools is registered under the provisions of M.G.L., c.6, § 173 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the Department of Criminal Justice Information Services (DCJIS). I hereby acknowledge and provide permission to Lexington Public Schools to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Lexington Public Schools with written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY: The Lexington Public Schools may conduct subsequent CORI checks within one year of the date of this form was signed by me provided, however, that Lexington Public Schools must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on the back of this Acknowledgement Form is true and accurate.

Name Printed

Signature

Date



EXHIBIT M - FINGERPRINT INFORMATION



Lexington Public Schools
146 Maple Street ♦ Lexington, Massachusetts 02420

**FINGERPRINTING - QUICK REFERENCE
FOR CONTRACT SERVICE EMPLOYEES**

**STATEWIDE APPLICANT FINGERPRINT IDENTIFICATION SERVICES
(SAFIS) PROGRAM**

PLEASE BE ADVISED THAT YOUR FINGERPRINTS WILL BE USED TO CHECK THE FBI'S CRIMINAL HISTORY RECORDS

Go to www.identogo.com/FP/Massachusetts.aspx

- Click on Forms and Links to read the SAFIS Registration Guide

TO REGISTER:

- Click on On-line Scheduling or call 866-349-8130
- Schedule an appointment date and time. When you are asked to provide a "Provider ID", please use the following code, address and phone number:

District	01550000	146 Maple Street, Lexington, MA 02420	781-861-2580
----------	----------	---------------------------------------	--------------

- PRINT 2 COPIES OF YOUR REGISTRATION CONFIRMATION. Bring one copy of the registration confirmation with you to the appointment along with a photo ID. Provide the second copy to: Lexington Public Schools, Attention: Human Resources Department, 146 Maple Street, Lexington, MA 02420 with YOUR COMPANY NAME ADDED to the confirmation.
- Fees:
 - \$35 for contract service employees
 - Online payment options include credit cards and e-checks
 - Onsite payments must be made by check or money order

YOU ARE INELIGIBLE TO WORK IN THE LEXINGTON PUBLIC SCHOOLS UNTIL YOU HAVE REGISTERED FOR A FINGERPRINT APPOINTMENT AND YOUR FINGERPRINT RESULTS ARE RECEIVED BY THE LEXINGTON PUBLIC SCHOOL HUMAN RESOURCES DEPARTMENT.

For site locations, go to www.identogo.com/FP/Massachusetts.aspx and click on Locations.

For information concerning Rescheduling Appointments, refunds, etc, please refer to the Registration Guide under Forms and Links at www.identogo.com/FP/Massachusetts.aspx



EXHIBIT N – USE OF LPS NETWORK BY NON- LPS GROUPS



Date: _____

Use of LPS Network by non-LPS Groups

Where such service is available, LPS will provide internet/network access to outside groups using it's facilities via a **public guest wireless network**. Under certain circumstances, limited access to our wired network can also be arranged.

Users agree to install and maintain updated virus protection on all devices.

Users are still subject to all applicable terms outlined in the school's Acceptable use policy. (A copy of the AUP can be found at:
<http://lps.lexingtonma.org/cms/lib2/MA01001631/Centricity/Domain/201/AUPPolicyDraft28Aug12.pdf>)

Users understand that this is a public network, and as such is not secured. Our network is monitored and content is filtered on the network as appropriate to a public school. Users are responsible for securing their own devices as LPS is not liable for any damage or data loss due to use on our network. LPS does not allow outside groups open access to our printers, network services, **or any of our AV or multi-media equipment without prior permission** of the building administrators and of the Technology Department. If permission is granted, users must also participate in an orientation/training session to insure proper equipment use. Users will be responsible for reimbursing LPS for any use related costs.

We ask that you provide a contact name for your group, contact information, the approximate number and location of the devices you expect will be using the network, expected dates and times, and if possible, description /type of the equipment you anticipate your group will be using. The group contact person must sign an acknowledgement for their group that all users have received, read and understand the LPS Acceptable Use policy. We will provide you with access instructions. If needed, network passwords are provided to your group specifically and should not be shared. Users understand that there will be no technical support available during non-school hours.

Users agree to contact LPS Technology department if their network requirements change after initial agreement is signed.

Any group wishing to use our public network should contact Marianne McKenna, Director of IT department. (email: mamckenna@sch.ci.lexington.ma.us phone: (781) 861-2320 x1625)

OFFICE



Primary Contact for Group: _____

Contact Info: (Email/Phone): _____

Group Name: _____

Dates/Times for Access: _____

Access Type Requested: _____

LPS Locations: _____

Expected No. of Devices: _____

Description of Devices/Types of Use:

Acknowledgement of AUP: _____

Agreed and Signed:

(Outside Group Contact)

LPS

MENT

OFFICIAL



EXHIBIT O - DATA SECURITY AGREEMENT

Massachusetts Student Privacy Alliance Form

STUDENT DATA PRIVACY SPECIAL TERMS AND CONDITIONS

(to be filled out by awarded bidder ONLY)

This Student Data Privacy Special Terms and Conditions dated _____ (hereinafter “Agreement”) is by and between Lexington School District and _____ (“Contractor”), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. Contractor and Lexington Public Schools have contracted for the Contractor to provide Food Services (“the Services”), which are institutional services and functions, to Lexington Public Schools. In the course of performing the Services, Contractor will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and other non-public information, including, but not limited to student data, meta data and user content (“Data Files”). Lexington Public Schools and Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (“FERPA”) and Massachusetts student record regulations, 603 C.M.R. 23.00 (“State Regulations”). The Data Files will be used by the Contractor and its employees to populate student data only for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Agreement shall not under any circumstance transfer from Contractor to any other party.
2. Contractor acknowledges and agrees that it is providing institutional services or functions for Lexington Public Schools and that it is under direct control of Lexington Public Schools with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by Lexington Public Schools and Lexington Public Schools reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of Lexington Public Schools. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in



delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files and that it and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files in such a way that parties other than officials of Lexington Public Schools and their authorized agents cannot identify any students.

3. Contractor also acknowledges and agrees to:
- a. use Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services provided under this Agreement with Lexington Public Schools.
 - b. use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards, that reflects technology best practices and is consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed or transmitted in connection with the Services under this Agreement while the Data Files and/or any portion thereof contained therein is both at rest and in transit. Contractor further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
 - c. not share the Data Files and/or any portion thereof received under this Agreement with any other entity without prior written approval from Lexington Public Schools and the prior written approval of the parent/guardian of the student or eligible student.
 - d. not copy, reproduce or transmit the Data Files and/or any portion thereof, except as necessary to fulfill the Services.
 - e. not re-disclose, transfer or sell the Data Files and/or any portion thereof.
 - f. not to use the Data Files and/or any portion thereof to market or otherwise advertise directly to students and/or their parents/guardians.
 - g. not to use the Data Files and/or any portion thereof to inform, influence or guide marketing or advertising efforts or to develop a profile of a student or group of students for any commercial or other purposes.
 - h. not to use the Data Files and/or any portion thereof contained therein for the development of commercial products or services.
 - i. not to mine the Data Files and/or any portion thereof for any purposes other than those agreed to by the parties. Contactor further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.



- j. notify the Chief Information Officer for Lexington Public Schools in writing within three (3) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files and/or any portion thereof contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach. Additionally, Contractor agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Contractor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data Files or any portion thereof, including personally identifiable information and agrees to provide Lexington Public Schools, upon request, with a copy of said written incident response plan.
- k. not provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable information from any entity under 34 CFR 99.31(a)(6)(iii).
- l. maintain backup copies, backed up at least daily, of Data Files in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files or any portion thereof.
- m. upon receipt of a request from Lexington Public Schools, immediately provide Lexington Public Schools with any specified portion of the Data Files within three (3) calendar days of receipt of said request.
- n. upon receipt of a request from Lexington Public Schools, immediately begin the process of returning all Data Files over to Lexington Public Schools and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to Lexington Public Schools and to ensure that the Data Files cannot be recovered and are securely destroyed and to provide Lexington Public Schools with



- any and all Data Files in Contractor's possession, custody or control within seven (7) calendar days of receipt of said request. Contractor also will provide Lexington Public Schools with written certification, including an inventory of its Data Files destruction, and with written certification, including an inventory of all Data Files returned to Lexington Public Schools, within fifteen (15) days of its receipt of Lexington Public Schools request for destruction of Data Files.
- o. in the event of the Contractor's cessation of operations, promptly return all Data Files to Lexington Public Schools in an organized, manageable manner and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practice and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to Lexington Public Schools and to ensure that the Data Files cannot be recovered and are securely destroyed. Contractor also will provide Lexington Public Schools with written certification, including an inventory of its Data Files destruction, and an inventory of all Data Files returned to Lexington Public Schools, within fifteen (15) days of Contractor's cessation of operations.
 - p. not use, disclose, compile, transfer, sell the Data Files and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data Files and/or any portion thereof.
 - q. in the event that the Contractor and/or any of its subcontractors or agents to which the Contractor may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed. Contractor also will provide Lexington Public Schools with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.
 - r. delete Lexington Public Schools Data Files that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.
 - s. upon receipt of a litigation hold request from Lexington Public Schools, immediately implement a litigation hold and preserve all documents and data relevant identified by Lexington Public Schools and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.
 - t. upon receipt of a request from Lexington Public Schools, allow Lexington Public Schools to audit the security and privacy measures that are in place to ensure protection of the Data Files or any portion thereof.



- u. cooperate fully with Lexington Public Schools and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Contractor and/or delivery of Services to students and/or Lexington Public Schools, and shall provide full access to Contractor's facilities, staff, agents and Lexington Public Schools Data Files and all records pertaining to the Contractor, Lexington Public Schools Data Files and delivery of Services to Lexington Public Schools. Failure to cooperate shall be deemed a material breach of the Contract.
 - v. not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of Lexington Public Schools.
 - w. seek prior written consent from Lexington Public Schools before using any de-identified Lexington Public Schools Data Files for internal product development and improvement and/or research. Contractor acknowledges and agrees that de-identified Lexington Public Schools Data Files is defined as data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student's family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers. Contractor also acknowledges and agrees not to attempt to re-identify de-identified Lexington Public Schools Data Files and not to transfer de-identified Lexington Public Schools Data Files to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to Lexington Public Schools who has provided prior written consent for such transfer.
4. Contractor certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of Massachusetts and maintaining safeguards for personal information. Contractor hereby further certifies under penalties of perjury that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 et seq. Further, the Contractor hereby certifies under the penalties of perjury that it shall fully comply with the provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 et seq., and to fully protect the confidentiality of any student data, meta data, user content or other non-public information and/or personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss. Contractor also represents and warrants



that if the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information, is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and has a protocol in place to ensure use by employees.

5. Contractor represents, warrants and agrees that its terms of service/terms and conditions of use, license agreement and/or privacy policies dated as of _____ shall be amended as it relates to the Services as follows:
 - a. Any provision contained in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies regarding the Town of Lexington and/or Lexington Public Schools, as a user, to indemnify the Contractor are hereby deleted in their entirety.
 - b. Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies that require that the Town of Lexington and/or Lexington Public Schools, as a user, to carry insurance coverage are hereby deleted in their entirety.
 - c. Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies which specifically disclaim all implied warranties or warranties of merchantability, non-infringement and fitness for a particular purpose, the implied conditions of satisfactory quality and acceptance as well as any local jurisdictional analogues to the above and other disclaimers of implied or statutory warranties are hereby deleted in their entirety.
 - d. Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies by which the Town of Lexington and/or Lexington Public Schools is specifically releasing the Contractor from liability are hereby deleted in their entirety.
 - e. Any changes that the Contractor may make, from time to time, to its terms of service, terms and conditions of use, license agreement and/or privacy policies, shall not apply to the terms of these Services unless the Contractor and Town of Lexington and/or Lexington Public Schools agree to such changes in writing.
 - f. The laws of the Commonwealth of Massachusetts shall govern this Agreement and the parties agree to be bound by the laws of the Commonwealth of Massachusetts in the resolution of any dispute concerning any of the terms and conditions of this Agreement and consent to the jurisdiction of the United States Court for the District of Massachusetts and/or the trial courts of the Commonwealth of Massachusetts for



any actions arising out of or related to this Agreement and any governing law and or choice of law provisions in the Contractor's terms of service, terms and conditions of use, and license agreement and/or privacy policies which are to the contrary are hereby deleted in their entirety.

- g. All rights, including intellectual property rights, shall remain the exclusive property of Lexington Public Schools and/or the student, as applicable, and Contractor as a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give the Contractor any rights, implied or otherwise, to Data Files or any portion thereof, content or intellectual property, except as expressly stated in this Agreement. This includes, without limitation, the right to sell or trade the Data Files or any portion thereof. Any provisions to the contrary in the Contractor's privacy policy, terms of service, terms and conditions of use and/or license agreement are hereby deleted in their entirety.

1. The designated representative for the Contractor for this Agreement is:

Awarded Vendor Name

Company Name

The designated representative for Lexington Public Schools for this Agreement is:

David Coelho, Assistant Superintendent for Finance and Operations

2. The Contractor shall be liable for any and all damages, costs and attorneys' fees which the Town of Lexington and Lexington Public Schools may incur as a result of any claims, suits and judgments against the Town of Lexington and Lexington Public Schools which arise out of the acts or omissions of the Contractor, its employees, servants, representatives or agents during the term of this Agreement.
3. No delay or omission of Lexington Public Schools to exercise any right hereunder shall be construed as a waiver of any such right and Lexington Public Schools reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
4. Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data Files and portion thereof stored, maintained or used in any way.
5. The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused



this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

Vendor Name:

Authorized Vendor Signature

Title

Lexington Public Schools

David P. Coelho
Assistant Superintendent for Finance and Operations

OFFICIAL BID DOCUMENT



EXHIBIT P - SAMPLE LEASE

**LEASE OF SPACE AT
THE _____ ELEMENTARY SCHOOL
BETWEEN THE TOWN OF LEXINGTON
and
_____**

The Town of Lexington, acting through its School Committee, (hereinafter referred to as the TOWN), enters into this lease agreement (the "Lease") with _____, (hereinafter referred to as LESSEE).

The TOWN shall lease space to the LESSEE at the _____ Elementary School, with an address of _____ in Lexington, Massachusetts (the "School"), for the purpose of running a structured program (the "Program") for elementary school students after school hours ("Permitted Use"), according to the terms specified below.

I. SERVICES PROVIDED BY THE LEXINGTON PUBLIC SCHOOLS

A. The TOWN agrees to provide a portion of the School, together with access to parking near each elementary school as shown on Exhibit A & B, and public or common areas at the School, including without limitation driveways, sidewalks, entrances and exits, to the extent necessary or desirable for the exercise by the LESSEE of its rights under this Lease (collectively, the "Premises"). The following spaces are subject to any and all of the following restrictions:

1. Use of the space identified in and for the hours listed in Exhibits A & B.
2. Use of the following facilities from 3:30 p.m. to 6:00 p.m., Monday, Tuesday, Wednesday and Thursday and Fridays from 12:30 p.m. to 6:00 p.m. Please Note: Lexington Public Schools elementary school start and end times may change during the course of the contract. Lexington Public Schools will communicate within a reasonable time with the awarded vendor for any possible schedule changes that could possibly take place during the contract years.
 - a) Parking in the parking lots only; there shall be no parking in the driveway or access roads;
 - b) Gymnasium: Program, unless otherwise stipulated in Exhibits A & B, may schedule and request use of gymnasium space for the next week each Friday on a space available basis for no additional cost, provided, however, that school district and the community uses take priority over Program use;
 - c) Parking Plan for the drop-off and pick-up of children attending the LESSEE'S Program; and
 - d) The use of, in common with others, the corridors and the entrances to the School for access to the Premises.
3. Use of designated buildings listed in this Lease, during school vacations, from 8:00 a.m. to 6:00 p.m., Tuesday through Friday.
4. Specific spaces to be leased (completed as of the date of the award).



- B. Utility, maintenance and custodial services provided by the Lexington Public Schools.
1. Utility services. The Town will provide the necessary heat, hot water and other utilities, and pay or cause to be paid directly to the supplier all bills associated with such utilities, but not telephone service, to ensure the safe operation of the Premises, in accordance with local and state building codes.
 2. Regular maintenance and custodial services. The Town agrees to provide reasonable cleaning of all areas used by the Program during its operating hours including any bathrooms in close proximity to the Premises. Notwithstanding the preceding sentence, the LESSEE shall keep and maintain the Premises in a clean condition and good order, condition and repair during its Permitted Use of the Premises. The LESSEE shall be responsible for keeping the Premises free of all garbage and rubbish. The LESSEE agrees to respectful use of the Premises and any School buildings and will clean up extraordinary messy conditions caused by the LESSEE or children under the LESSEE'S supervision. The LESSEE shall surrender the Premises at the end of the Term in the same condition as of the Commencement Date of this Lease.
 3. Repairs. The Premises shall be delivered in its current AS-IS condition and the Tenant accepts the Premises as such. The Department of Public Facilities maintains all school facilities. The LESSEE shall contact the Assistant Director for standard procedures on requesting services and the emergency reporting procedure. If such unsafe or dangerous conditions are the result of any action of the LESSEE or its employees, agents or representatives, the LESSEE shall provide written notice to the School Principal, Business Administrator and Director of Public Facilities of such conditions and the School Department shall have the option of requiring the LESSEE to make repairs or shall repair the condition itself at the sole cost and expense of the LESSEE.

II. The LESSEE agrees that:

- A. The LESSEE shall only use the Premises for the Permitted Use.
- B. The LESSEE must have an offsite mail location. Neither the LESSEE nor the Program may use the mail delivery or the address of the School building in which the Premises are located.
- C. The LESSEE shall not cause a condition which, in the TOWN'S reasonable opinion, interferes with the Lexington School Department's use of the Premises during the hours of school attendance.
- D. The LESSEE shall supervise children who are attending its Program within the Premises and within the School building at all times, and LESSEE shall ensure that all such children are orderly when moving between areas within the Premises.
- E. The LESSEE will prevent children from wandering throughout the School building unsupervised.
- F. Food will be allowed only in assigned areas.
- G. The LESSEE shall comply with all applicable federal, state and local laws, regulations and ordinances, including without limitation, applicable licensing requirements, School Committee wellness policy, and allergy policy. A copy of such policies shall be provided to the LESSEE by the Commencement Date.



- H. The LESSEE shall not assign, sublet or otherwise transfer this Lease or any interest herein, either direct or indirect, nor permit any other person to use or occupy the Premises or any portion thereof.
- I. The LESSEE shall not modify or impair the Premises in any manner without the prior written consent of the TOWN, except as provided in Article VIII herein.
- J. The LESSEE shall meet or exceed all criteria listed in the February 23, 2022 Request for Proposal during the entire Term (see below).
- K. The LESSEE will not make nor suffer any unlawful, improper, noisy or otherwise offensive use of the Premises, and will not permit any public or private nuisance thereon. The LESSEE shall not commit, or suffer to be committed any waste upon the Premises.

III. LEASE TERM AND TOWN TERMINATION RIGHTS

- A. The Lease term (the “Term”) shall commence on two (2) business days prior to the start of school for the 2022-2023 school year (the “Commencement Date”), and continue through the third (3rd) day following the close of school for the school year. The Lease covers the school years of 2022-2023, 2023-2024 and 2024-2025, and may be extended for two (2) one (1) year terms at the sole option of the TOWN. In the event that the TOWN permits the LESSEE access to the Premises prior to the Commencement Date, the LESSEE shall perform all duties and obligations imposed by this Lease including, without limitation, those provisions relating to insurance and indemnification, saving and excepting the obligation to pay Rent which obligation shall commence on the Commencement Date.
- B. Notwithstanding anything contained herein to the contrary, the TOWN may terminate this Lease:
 - 1. Immediately in the event of fire or other casualty to the Premises that will result in repairs taking more than 10 (ten) days to complete, as determined by the TOWN;
 - 2. If the Premises, or portion thereof, is determined by a majority of the Lexington School Committee to be necessary to meet its educational responsibilities as defined in Mass. Gen. L. ch. 71; or
 - 3. If the LESSEE is in breach of the Lease as referred to in Article IX of this Lease.

IV. THE TOWN’S RIGHT TO ACCESS PREMISES

- A. The TOWN reserves the right for itself and its agents to enter the Premises or any parts thereof at any time to make inspections, alterations, or additions in or to the Premises or the School building. The TOWN shall give the LESSEE reasonable notice of such inspections, alterations and additions as soon as the TOWN has such information. Notwithstanding the above, the TOWN may enter the Premises at any hour and without notice in the case of emergency affecting the Premises or School building.
- B. The exercise of these reserved rights by the TOWN shall not be deemed an eviction or disturbance of the LESSEE's use and possession of the Premises, nor a ground for abatement of any rent due hereunder, and it shall never render the TOWN liable in any manner to the LESSEE or any other person.

V. RENT

- A. The rent for each school year within the time frame of 2022-2025 and possibly two (2) one (1) year extensions as listed in the Price Proposals of the contract, shall be paid in four (4) installments annually on



the dates and amounts specified below. The Town of Lexington shall not render invoices for the Lease payments. The Lease payments shall be calculated as follows:

Lease Payment Due Date	Lease Payment Amount	Year 1	Year 2	Year 3	Year 4	Year 5
October 15						
December 15						
March 15						
June 5						
Total Annual Lease Amount		\$	\$	\$	\$	\$

Total student enrollments are to be reported by LESSEE quarterly with Lease payment.

- B. Failure to make any payment within ten (10) days after it is due shall be considered a violation of this Lease.

VI. INSURANCE

The LESSEE agrees to maintain in full force from the date upon which the LESSEE first enters the Premises all insurance required by statute and this Lease. The LESSEE will provide to the TOWN, prior to commencement of the Term of this Lease, certificate(s) of insurance evidencing that the LESSEE carries insurance as required herein with a licensed insurance company acceptable to the TOWN. Such insurance shall not be cancelled nor modified without thirty (30) days’ written notice to the TOWN. Upon the request of the TOWN, a duplicate original policy or certificate of such policy shall be delivered to the TOWN. The LESSEE shall carry, throughout the Term, the coverages and limits as indicated below:

Commercial general liability insurance, written on an occurrence basis, for bodily or personal injury or death of persons or damage to property on or about the Premises. The limit to such liability insurance shall be not less than \$1,000,000.00 per occurrence and in the aggregate. Such liability insurance shall name the TOWN as an additional insured.

Worker’s compensation insurance as required by the laws of the Commonwealth of Massachusetts covering persons employed by the LESSEE.

Property insurance covering any of the LESSEE’s furnishings, fixtures, equipment or other personal property of the LESSEE.

VII. ASSUMPTION OF LOSS AND LIABILITY

- A. The LESSEE agrees that it shall pay for all labor performed or furnished, all materials used or employed in the performance of work by the LESSEE under this Lease, and all rent or hire of equipment employed by the LESSEE in its work.
- B. During the Term, the LESSEE's relationship to the TOWN shall be that of an independent organization. The LESSEE shall have no capacity to involve or bind the TOWN in any contract nor to incur any liability on the part of the TOWN.
- C. The LESSEE shall be responsible for any and all damages caused by clients, staff and/or visitors of the Premises and contents, including acts of vandalism.



- D. Indemnification. The LESSEE agrees to indemnify and hold harmless the TOWN, the School Committee and their respective servants, agents, employees, representatives and assigns, against any and all injury, loss or damage, of whatever nature, including without limitation reasonable counsel fees and expenses, arising out of the willful misconduct or negligent act or omission of the LESSEE or its servants, agents, employees and representatives; provided if the LESSEE’s insurer is defending any claims against the TOWN, then the LESSEE shall not be liable for the separate counsel fees of the TOWN in absence of a manifest conflict of interest.

VIII. ALTERATIONS AND RENOVATIONS

Any renovation or alteration to the Premises by the LESSEE must be submitted to the Director of Public Facilities and approved, in the Director’s sole discretion, in advance in writing, which approval may be withheld. The cost of any renovation or alteration will be at the expense of the LESSEE. All such approved alterations, improvements, or additions to the Premises shall be performed in a good and workmanlike manner employing materials of good quality and in compliance with laws, rules, orders and regulations of governmental authorities having jurisdiction thereof. Upon termination of this Lease, the LESSEE must restore the Premises to its original condition at the LESSEE’S sole cost.

IX. LESSEE DEFAULT AND REMEDIES OF THE TOWN

- A. The LESSEE agrees that if the TOWN at any time determines that the LESSEE has violated any of the provisions of this Lease, the TOWN shall terminate the Lease upon thirty (30) days’ notice to the LESSEE of such violation and enter into and upon the Premises and repossess the same, expel the LESSEE and remove its effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant.. The decision of the TOWN shall be final.
- B. No termination or repossession provided for in this Article IX shall relieve the LESSEE or any guarantor of the obligations of the LESSEE under this Lease of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession.
- C. Without thereby affecting any other right or remedy of the TOWN hereunder, the TOWN may, at its option, cure for the LESSEE's account any default by the LESSEE hereunder which remains uncured after said thirty (30) days' notice of default, and the cost to the TOWN of such cure shall be deemed to be additional rent and shall be paid to the TOWN by the LESSEE with the next installment of rent.
- D. Nothing herein contained shall be construed as limiting or precluding the recovery by the TOWN against the LESSEE of any sums or damages to which, in addition to the damages particularly provided above, the TOWN may lawfully be entitled by reason of any default hereunder on the part of the LESSEE. The TOWN shall also be entitled to any and all other remedies provided by law or equity. All rights and remedies are to be cumulative and not exclusive.

X. MISCELLANEOUS

- A. Notices. Any notice required or permitted hereunder shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed:

if to the Town, to:

Lexington School Committee,
School Administration Building,
146 Maple Street
Lexington, Massachusetts 02420,

and if to the LESSEE, to:



- B. Hiring of Town of Lexington Employees. Must be reviewed and approved by the Director of Human Resources.
- C. Waiver. The failure of either the TOWN or the LESSEE to insist upon the strict performance of any provision of this Lease shall not constitute a waiver of compliance with or rights provided by the remaining provisions of this Lease.
- D. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- E. Whole Agreement. This Lease shall constitute the only agreement between the LESSEE and the TOWN relative to the use of the Premises, and no oral statements and no prior written matter not specifically incorporated herein shall be of any force and effect. In entering into this Lease, the LESSEE relies solely upon the representations and agreements contained herein.
- F. Time is of the Essence. In all instances where the LESSEE is required under this Lease to pay any sum or do any act at or by a particular time, it is agreed that time is of the essence.
- G. Lease Documents. The documents, and the requirements, terms and conditions contained therein, which were part of the TOWN's Request for Proposals for rent of the Premises, together with the LESSEE's Proposal in response thereto, are expressly incorporated into this Lease.
- H. Amendments. This Lease may be amended only by written agreement of both the TOWN and the LESSEE.
- I. Counterparts. This Lease shall be signed in three (3) counterparts, each of which shall have the force and effect of any original.
- J. Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
- K. No Personal Liability of the TOWN. No representative of the TOWN shall be personally liable for the recovery of any judgment against the TOWN under this Lease.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this and three (3) duplicates, on this ____ day of _____, _____.

LEXINGTON PUBLIC SCHOOLS

David P. Coelho, Assistant Superintendent for Finance and Operations

LESSEE

[Individual or Corporate Name]

BY: _____

This is to certify that this procurement was made on behalf of the Town of Lexington in accordance with the requirements of Mass. Gen. L. ch. 30B.

Procurement Officer: _____ Date: _____
David P. Coelho

