

Lexington Public Schools 146 Maple Street Lexington, Massachusetts 02420

After School Structured Program for Elementary Students **BID**

Description: Accepting proposals for 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 until 6:00 p.m. when school is in session. The Kindergarten children may attend from 12:00 noon until 6:00 p.m. 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.

Kev	Dates/	Times:
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<u>Item</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>			
Notice						
Release of Bid	March 6, 2008	3:00 p.m.				
Prebid Conference	March 13, 2008	10:00 a.m.	Conference Room School Administration Building			
Questions Due	March 27, 2008	by 4:30 p.m.				
Amendment Date	April 1, 2008	3:00 p.m.				
Submittal Date	April 3, 2008	before 10:00 a.m.				
Bid Opening	April 3, 2008	10:00 a.m.	Conference Room School Administration Building			
4 complete copies of p	4 complete copies of proposal: 1 original and 3 photocopies must be submitted.					

All bids should be sent to: **Lexington Public Schools** Attn: Mary Ellen Dunn, Assistant Superintendent for Finance and Business 146 Maple Street Lexington, MA 02420

Request For Proposals: Rental of Space After School Structured Program for Elementary Students

Located at:

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

GENERAL INFORMATION

- 1. <u>Proposal Opening.</u> Proposals will be opened publicly in the presence of one or more witnesses at the office of the Assistant Superintendent for Finance and Business, 146 Maple Street, Lexington, MA, at 10:00 a.m. on April 3, 2008.
- 2. Proposals consist of two parts for each location: a price proposal and a non-price proposal.
 - 2 copies, one original and one photocopy of price proposals must be submitted separately in a sealed envelope from the Non-Price Proposals on the attached forms entitled:
 - "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".
 - 2 copies, one original and one photocopy of non-price proposals must be submitted separately in a sealed envelope from the Price Proposals, on the attached forms entitled:
 - "Non-Price Proposal Bowman Elementary School"
 - "Non-Price Proposal Bridge Elementary School"
 - "Non-Price Proposal Estabrook Elementary School"
 - "Non-Price Proposal Fiske Elementary School"
 - "Non-Price Proposal Harrington Elementary School"
 - "Non-Price Proposal Hastings Elementary School".
- 3. <u>Form of Proposal Submission</u> The Price Proposal and the Non-price Proposal shall be submitted in separate sealed envelopes, marked "Price Proposal" and "Non-price

Proposal", respectively, and both sealed envelopes containing the Price and Non-Price Proposals shall be enclosed in a third sealed envelope, marked as follows:

PROPOSAL FOR LEASE OF SCHOOL SPACE FOR AFTER SCHOOL PROGRAM

The Proposal shall be addressed to:

Mary Ellen Dunn Assistant Superintendent for Finance and Business Lexington Public Schools 146 Maple Street, Lexington, MA 02420

4. <u>Proposal Deadline.</u> Proposals shall be received at the above address no later than April 3, 2008 by 10:00 a.m. Please ensure the number of copies and originals are included in each sealed envelope (see cover and general information).

5. General Requirements:

- a) 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.
- b) Lessee is restricted to providing after school child care programs.
- c) 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.
- d) 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.).
- e) 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.
- f) 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.

6. Operation of Program

- a) Lessee is prohibited from using the school for office location or mailing address. An off site address and/or office location is required.
- b) Only spaces listed on price and non-price proposal sheets are available. No office or storage space is assumed or included. Additional space needs must be requested and included in the proposal response.
- c) Gymnasium: The program 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 community uses take priority over Program use.

- d) Kitchens: The program may schedule and request use of kitchens with Chartwell's Dining Services, Nancy Wiseman, Food Service Director, 781-861-2320 x1181. 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.
- e) Participants in the program will have the use of the playgrounds adjacent to the School during operating hours at no additional charge.
- f) The Lessee shall not operate its programs when the Lexington Public Schools are not in session due to inclement weather or other emergency conditions.
- g) The Lessee may operate vacation day programs from 8:00 a.m. to 6:00 p.m. during school vacation weeks. Additional rate of \$250.00/day per site added to minimum price.
- h) 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: http://lps.lexingtonma.org/admin/usage_policy.html, subject to revision.
- i) The Town agrees to cooperate with the Lessee to enable it to meet the guidelines of the Commonwealth Office of Child Care Services.
- 7. <u>Basis for Award.</u> Lexington Public Schools will select the most advantageous proposal from a responsive and responsible proposer that best meets its objective of providing a high quality after school structured program for elementary students.
- 8. <u>Required Submissions.</u> Proposers 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 after school structured programs for elementary school students.
 - b) A copy of your license to operate a school-age childcare program from the appropriate state licensing agency.
 - c) A description of how educational, social, parental, and community involvement will be maintained.
 - d) 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.
 - e) A detailed plan to evaluate the program's quality and effectiveness. Include the criteria that will be evaluated.
 - f) 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 and emergency procedures.

Proposers may contact Nancy Wiseman at Chartwells Student Dining Services to inquire about obtaining meals, snacks and food items in compliance with School's Wellness Policy and Allergy Policy.

- g) A description of your procedures for student enrollment and registration. The Program will begin on or about August 26, 2008.
- h) A description of your procedure for providing financial assistance to students, whose families face income limitations in affording program fees.
- i) Should additional space become available, the proposers shall provide the number of enrolled children necessary to allow for the opening of another site location.
- j) The annual tuition/fee schedule for the lease term (first year is fixed and should reflect actual tuition to be charged).
- k) A sample quarterly enrollment report for each location.
- 1) Parent late pick up fee policy.
- m) A description of your sliding fee schedule.
- n) A description of training your staff has received in social/emotional learning programs
- o) The following certifications in the forms attached to these proposal documents:
 - Certificate of Non-Collusion
 - Certificate of Compliance with Massachusetts Tax Laws
 - Disclosure Statement under G. L. c. 7, §40J
 - Certificate of Authority
- 9. <u>Required Site-Specific Submissions</u>: Proposers also are required to provide the following site-specific information in their non-price proposals:
 - 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.
 - 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 how your program would transport students, if needed. No transportation will be provided by Lexington Public Schools, without the prior approval of the School Committee.
 - 10. <u>Evaluation Criteria.</u> Proposals will be evaluated on the basis of the following criteria. In addition and to the extent not already included to the required submissions listed above, proposers should submit information addressing the following evaluation criteria:

			(Office use o	nly
Criteria	Minimum	Submitted Evidence	Meets	Exceeds	Below
Licensing	Program Currently				
-	Licensed				
Staff education	O.F.C. certification				
	requirements				
Staff experience	Nine months average				
	for ALL staff				
Organization experience	Three years				
Staff-to-child ratio	1: 10				
Cost per child (weekly fee)	Fee commensurate with service provided				
Parent Late Pickup Policy and Fee	No minimum				
Sliding Fee Scale (based on income) & Acceptance of MA Child Care Vouchers	Allows accessibility for all				
Regular Hours of Operation:	Minimum hours of operation:				
Bowman School	3:00pm – 5:30pm				
Bridge School	3:00pm – 5:30pm				
Estabrook School	3:00pm – 5:30pm				
Fiske School	3:00pm – 5:30pm				
Harrington School	3:00pm – 5:30pm				
Hastings School	3:00pm – 5:30pm				
Staff arrival and departure					
Early Release Days					
From close of school through					
normal program closing time.					
Conference Day Procedures	Must provide				
and Fees	program hours and				
	description of how				
	parents can access				
	these days if not a				
	normally scheduled				
	day.				

			Office use only			
Criteria	Minimum	Submitted Evidence	Meets	Exceeds	Below	
School Vacation Weeks	Open minimum of 4 days/week during the December, February					
	and April vacation weeks. Proposer(s) may consolidate					
	vacation week programming at one					
	or more sites due to low enrollment at					
Program references	individual schools. Letter(s) of reference					
Program content	Activities are developmentally appropriate for the age group. Range of					
	activities and experiences offered that respect and					
	address individual differences and interests.					
Program structure	After school program structure specified and developmentally appropriate.					
Program accountability	Plan for evaluating program quality & effectiveness described.					
Parent Handbook	Provide copy.					
Nutrition and Food Plan for Meals on no lunch days, snacks, etc.						
Wellness PolicyAllergy Policy	Provide copy. Provide copy.					
Financial Solvency	Program revenues sufficient to cover program expenses.					

- 11. The attached lease agreement details specific conditions of the lease and describes in detail the areas included for use by the lessee. The proposer agrees to execute an agreement substantially in this form.
- 12. The lease term shall commence on August 25, 2008 and continue through June 30, 2011, and may be extended at School Committee option for one additional year. 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.
- 13. Lexington Public School officials may perform a site visit at an existing programs operated by potential proposer as part of the proposal evaluation process.
- 14. Lexington Public Schools reserves the right to audit enrollments at any time during the term of the lease, and further requires that the winning proposer provide proof of enrollments upon request.
- 15. Any questions pertaining to the proposal requirements must be submitted in writing to:

Mary Ellen Dunn Assistant Superintendent for Finance and Business Lexington Public Schools 146 Maple Street, Lexington, MA 02420

- 16. The School Committee, in consultation with Town Counsel and the Procurement Officer for Real Estate, reserves the right to accept or reject any or all proposals, whenever the interest of the Town shall require. The School Committee also reserves the right to waive minor informalities or deviations from proposal requirements. The proposal will be awarded formally pursuant to a vote of the School Committee at a regularly scheduled School Committee meeting.
- 17. In conjunction with consideration of all other evaluation criteria, preference will be given to a proposer who can support and provide quality programs in all six locations. However, a proposer may submit proposals for one, two, three, four, five or all six locations. The evaluation order will be as follows, 1. Proposers for all six sites, 2. Proposers for multiple sites, 3. Proposers for single sites. If a single proposer comes forward and is deemed a responsible bidder, then the award will take place and all other submissions will not be evaluated. If a single proposer does not come forward, the proposers in category 2 will be evaluated until spaces are occupied, or Category 3 proposers need to be evaluated.

In conjunction with consideration of all other evaluation criteria, preference will be given to a proposer whose staff is trained in social/emotional learning programs so that children receive consistent practice of social/emotional skills both during the school day and after school.

NON-PRICE PROPOSAL - BOWMAN ELEMENTARY SCHOOL

Site: Bowman Elementary School Space: Cafeteria MTWF 3:00-6:00 9 Philip Road Th. 12:15-6:00

Lexington, MA 02421

Classroom MTWThF 12:15-6:00 Gymnasium See General Information # 4.c)

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days.

General Requirements (the following will be used by the reviewer of the proposal. All documentation is submitted under submission criteria and submittals. One set per proposal is sufficient. Proposer shall complete yes or no to confirm documents are included):

#	Criteria	Yes	No
1	Lessee serves only Lexington residents who are students in grades K-5 or non-		
	resident students enrolled in the Lexington Public Schools in grades K-5.		
2	Space will be used only for after school student programs.		
3	Lessee agrees to bear all administrative costs of the program.		
4	Lessee agrees to execute and abide by all terms as detailed in the lease agreement		
	included with proposal documents, or a lease in substantially the same form.		
5	Lessee agrees to provide quarterly enrollment reports for each location.		

Additional Minimum Criteria:

Criteria	Rev	iewer Determination	Comments
Licensing	Yes	No	
Staff education			
Staff experience			
Organization experience			
Staff-to-child ratio			
Cost per child (weekly fee)			
Sliding Fee Scale (based on income) & Acceptance of MA Child Care Vouchers			
Regular Hours of Operation:			
Early Release Days	Yes	No	
School Vacation Weeks	Yes	No	
Staff Departure Time			
Program references	Yes		
Program content			
Program structure			
Program accountability			
Financial Solvency			

Other General Information Attached:

#	Criteria	Yes	No	Comment
	A cover letter describing your organization and explaining			
A	your philosophy of after school structured programs for			
	elementary school students.			
	A copy of your license to operate a school-age childcare			
В	program from the appropriate state licensing agency.			
	A description of how educational, social, parental, and			
С	community involvement will be maintained.			
	A plan for financing your program which demonstrates			
	sufficient revenue to cover program expenses. Include a letter			
D	of endorsement from any projected funding sources, and a			
	copy of your most recent audited financial statement.			
	A detailed plan to evaluate the program's quality and			
Е	effectiveness. Include the criteria that will be evaluated.			
	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;			
F	procedures for the safe release of children, first aid and			
	emergency procedures.			
	A description of your procedures for student enrollment and			
G	registration. The program will begin on or about September,			
	2008.			
Н	Financial assistance.			
	Proposers are asked to provide the number of enrolled			
I	children necessary to allow for the opening of another site			
	location.			
J	The tuition/fee schedule for the lease term.			
K	A sample quarterly enrollment report for each location.			
L	A description of your sliding fee schedule.			
	A description of training your staff has received in			
M	social/emotional learning programs.			

Additional Site-Specific Information Attached:

#	Criteria	Yes	No	Comment
A	A description of the program structure and content.			
В	Hours of operation.			
С	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 staff working within their buildings. A criminal background check will be done on all of the organization's employees before a program will begin.			
D	Proposed staff-to-child ratios. Also include the maximum number of children that can be accommodated by your program at each school.			
Е	A description of how your program would transport students, if needed. No transportation will be provided by Lexington Public Schools, without the prior approval of the School Committee.			

Lexington Public Schools After School Structured Program for Elementary Students

Certification:

behalf of		·
	Proposer	
	Proposer's Address	<u> </u>
		Signature
		Position
		Date
Lexington Po	ublic Schools Program Review:	
		Reviewer
		Date

PRICE PROPOSAL - BOWMAN ELEMENTARY SCHOOL Site: Bowman Elementary School MTWF 3:00-6:00 Space: Cafeteria 9 Philip Road 12:15-6:00 Th. Lexington, MA 02421 Classroom MTWThF 3:00-6:00 Gymnasium See General Information # 4.c) Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days. **Rental Rate:** The minimum acceptable lease amount per annum is: ___ The ___ _ proposes the following rate: (Organization) YEAR 1 YEAR 2 YEAR 3 August 2010 - June 2011 August 2008 – June 2009 August 2009 – June 2010 Hours per Day Days of Operation Minimum Price Proposal \$8,141.00 \$8,385.00 \$8,636.00 Vacation / Non School \$257.00 per day of \$250.00 per day of \$266.00 per day of Days / Weekdays operation x number of days operation x number of days operation x number of days \$250 x \$257 x \$266 x Supplemental Price Proposal **TOTAL** \$ \$ **Annual Certification:** I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of Lessee Lessee's Address Signature Position

Date

PRICE PROPOSAL - BOWMAN ELEMENTARY SCHOOL KINDERGARTEN ONLY

9 Pł	vman Elementa nilip Road ington, MA 02	•	Space:	Cafeteria	
Lex	ington, MA 02	421		Classroom Gymnasium	MTWF 12:15-3:15 See General Information # 4.c)
day of school.	Unused snow on the same of the	days on school calendar	r to not apply	and are unavailable. T	irst day of school) and the last The program is closed for all noliday and school vacation
Rental Rate:					
The minimum	acceptable leas	e amount per annum is:	:	·	
The		pronization)	oposes the fol	lowing rate:	
		YEAR 1	YEA	AR 2	YEAR 3
Hours per Day		August 2008 – June 20	009 Aug	gust 2009 – June 2010	August 2010 – June 2011
Hours per Day					
Days of Operat	ion				
Minimum Price	e Proposal	\$5,220.00	\$5,3	377.00	\$5,538.00
Supplemental F Proposal	Price	\$	\$		\$
TOTAL Annual		\$	\$		\$
Certification:	e above facts a	re true and that I am au	thorized to of	fer the above proposal	on
				reso may to Feet seem	
behalf of	Lessee			·	
	Lessee's Ac	Idress		·	
			Signature		
			Position		

Date

NON-PRICE PROPOSAL - BRIDGE ELEMENTARY SCHOOL KINDERGARTEN ONLY

Site: Bridge Elementary School Space: Classroom MTWF 12:15-3:15

55 Middleby Road Lexington, MA 02421 Gymnasium See General Information # 4.c)

Program: After School. 143 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days.

General Requirements (the following will be used by the reviewer of the proposal. All documentation is submitted under submission criteria and submittals. One set per proposal is sufficient. Proposer shall complete yes or no to confirm documents are included):

#	Criteria	Yes	No
1	Lessee serves only Lexington residents who are students in grades K-5 or non-		
	resident students enrolled in the Lexington Public Schools in grades K-5.		
2	Space will be used only for after school student programs.		
3	Lessee agrees to bear all administrative costs of the program.		
4	Lessee agrees to execute and abide by all terms as detailed in the lease agreement		
	included with proposal documents, or a lease in substantially the same form.		
5	Lessee agrees to provide quarterly enrollment reports for each location.		

Additional Minimum Criteria:

Criteria	Rev	iewer Determination	Comments
Licensing	Yes	No	
Staff education			
Staff experience			
Organization experience			
Staff-to-child ratio			
Cost per child (weekly fee)			
Sliding Fee Scale (based on income) & Acceptance of MA Child Care Vouchers			
Regular Hours of Operation:			
Early Release Days	Yes	No	
School Vacation Weeks	Yes	No	
Staff Departure Time			
Program references	Yes		
Program content			
Program structure			
Program accountability			
Financial Solvency			

Other General Information Attached:

#	Criteria	Yes	No	Comment
	A cover letter describing your organization and explaining			
Α	your philosophy of after school structured programs for			
	elementary school students.			
	A copy of your license to operate a school-age childcare			
В	program from the appropriate state licensing agency.			
	A description of how educational, social, parental, and			
C	community involvement will be maintained.			
	A plan for financing your program which demonstrates			
	sufficient revenue to cover program expenses. Include a letter			
D	of endorsement from any projected funding sources, and a			
	copy of your most recent audited financial statement.			
	A detailed plan to evaluate the program's quality and			
Е	effectiveness. Include the criteria that will be evaluated.			
	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;			
F	procedures for the safe release of children, first aid and			
	emergency procedures.			
	A description of your procedures for student enrollment and			
G	registration. The program will begin on or about September,			
	2008.			
Н	Financial assistance.			
	Proposers are asked to provide the number of enrolled			
I	children necessary to allow for the opening of another site			
	location.			
J	The tuition/fee schedule for the lease term.			
K	A sample quarterly enrollment report for each location.			
L	A description of your sliding fee schedule.			
	A description of training your staff has received in			
M	social/emotional learning programs.			

Additional Site-Specific Information Attached:

#	Criteria	Yes	No	Comment
A	A description of the program structure and content.			
В	Hours of operation.			
С	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 staff working within their buildings. A criminal background check will be done on all of the organization's employees before a program will begin.			
D	Proposed staff-to-child ratios. Also include the maximum number of children that can be accommodated by your program at each school.			
Е	A description of how your program would transport students, if needed. No transportation will be provided by Lexington Public Schools, without the prior approval of the School Committee.			

Lexington Public Schools After School Structured Program for Elementary Students

Certification:

behalf of		·
	Proposer	
	Proposer's Address	·
		Signature
		Position
		Date
Lexington Pu	ublic Schools Program Review:	
		Reviewer
		Date

PRICE PROPOSAL - BRIDGE ELEMENTARY SCHOOL KINDERGARTEN ONLY

55 M	ge Elementar Iiddleby Roa ngton, MA 0	d	Space:	Classroom Gymnasium	MTWF 12:15-3:15 See General Information # 4.c)
2008 (first day o	of school) and		Unused sno	ool vacation weeks Mon ow days on school calend	day-Friday between August 26, dar to not apply and are
Rental Rate:					
The minimum a	cceptable lea	se amount per annum is	s: \$	·	
The	(orga	nization)	oposes s the	following rate:	
		YEAR 1		EAR 2	YEAR 3
Hours per Day		August 2008 – June 2	2009 Aı	agust 2009 – June 2010	August 2010 – June 2011
Days of Operation	on				
Minimum Price	Proposal	\$4,415.00	\$4	,547.00	\$4,684.00
Supplemental Pr Proposal	rice	\$	\$		\$
TOTAL Annual		\$	\$		\$
Certification:					
I certify that the	above facts	are true and that I am au	thorized to	offer the above proposal	on
behalf of					
	Lessee				
	Lessee's A	ddress			
			Signature		
			Position		
			Date		

	NON-PRICE PROPOSAL	- ESTABI	ROOK ELEMEN	TARY SCHO	OL
Site:	Estabrook Elementary School 117 Grove Street Lexington, MA 02420	Space:	1 Classroom Classroom:	MTWThF MTWF Th	3:15-6:00 3:15-6:00 1:00-6:00
			Gymnasium Cafeteria/Lobby	See General I MTWF Th	nformation # 4.c) 3:10-6:00 12:15-6:00

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days.

General Requirements (the following will be used by the reviewer of the proposal. All documentation is submitted under submission criteria and submittals. One set per proposal is sufficient. Proposer shall complete yes or no to confirm documents are included):

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3	Lessee agrees to bear all administrative costs of the program.		
4	Lessee agrees to execute and abide by all terms as detailed in the lease agreement		
	included with proposal documents, or a lease in substantially the same form.		
5	Lessee agrees to provide quarterly enrollment reports for each location.		

Additional Minimum Criteria:

Criteria		viewer Determination	Comments
Licensing	Yes	No	
Staff education			
Staff experience			
Organization experience			
Staff-to-child ratio			
Cost per child (weekly fee)			
Sliding Fee Scale (based on income) & Acceptance of MA Child Care Vouchers			
Regular Hours of Operation:			
Early Release Days	Yes	No	
School Vacation Weeks	Yes	No	
Staff Departure Time			
Program references	Yes		
Program content			
Program structure			
Program accountability			
Financial Solvency			
	-		

Other General Information Attached:

#	Criteria	Yes	No	Comment
	A cover letter describing your organization and explaining			
Α	your philosophy of after school structured programs for			
	elementary school students.			
	A copy of your license to operate a school-age childcare			
В	program from the appropriate state licensing agency.			
	A description of how educational, social, parental, and			
C	community involvement will be maintained.			
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	sufficient revenue to cover program expenses. Include a letter			
D	of endorsement from any projected funding sources, and a			
	copy of your most recent audited financial statement.			
	A detailed plan to evaluate the program's quality and			
Е	effectiveness. Include the criteria that will be evaluated.			
	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;			
F	procedures for the safe release of children, first aid and			
	emergency procedures.			
	A description of your procedures for student enrollment and			
G	registration. The program will begin on or about September,			
	2008.			
Н	Financial assistance.			
	Proposers are asked to provide the number of enrolled			
I	children necessary to allow for the opening of another site			
	location.			
J	The tuition/fee schedule for the lease term.			
K	A sample quarterly enrollment report for each location.			
L	A description of your sliding fee schedule.			
	A description of training your staff has received in			
M	social/emotional learning programs.			

Additional Site-Specific Information Attached:

#	Criteria	Yes	No	Comment
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В	Hours of operation.			
С	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 staff working within their buildings. A criminal background check will be done on all of the organization's employees before a program will begin.			
D	Proposed staff-to-child ratios. Also include the maximum number of children that can be accommodated by your program at each school.			
Е	A description of how your program would transport students, if needed. No transportation will be provided by Lexington Public Schools, without the prior approval of the School Committee.			

Lexington Public Schools After School Structured Program for Elementary Students

Certification:

I certify that t	the above facts are true and that I ar	n authorized to offer the above proposal on
behalf of		
	Proposer	
	Proposer's Address	
		Signature
		Position
		Date
Lexington Pu	blic Schools Program Review:	
		Reviewer
		Date

	PRICE I	PROPOSAL - EST	ΓABR	OOK ELEMENTARY	Y SCHOOL	
117	tabrook Eleme 7 Grove Street xington, MA	t	Space:	Classroom:	MTWThF MTWF Th	3:15-6:00 3:15-6:00 1:00-6:00
				Cafeteria/Lobby	See General Ir MTWF Th	3:10-6:00 12:15-6:00
2008 (first day	of school) ar		Jnused sr	hool vacation weeks Mond now days on school calenda		
Rental Rate:						
The minimum	acceptable le	ase amount per annum is:		·		
The	(Org	propganization)	poses the	following rate:		
		YEAR 1		YEAR 2	YEAR 3	0 1 2011
Hours per Day	/	August 2008 – June 20	09 A	August 2009 – June 2010	August 201	0 – June 2011
Days of Opera	ntion					
Minimum Pric	ce Proposal	\$6,885.00	\$	7,091.00	\$7,304.00	
Vacation / No Days / Weekd		\$250.00 per day of operation x number of \$250 x =	days o	257.00 per day of peration x number of days 257 x	\$266.00 pe operation x \$266 x	r day of number of days
Supplemental Proposal	Price	\$	\$		\$	
TOTAL Annual		\$	\$		\$	
Certification:						
I certify that the	ne above facts	are true and that I am auth	norized to	o offer the above proposal of	on	
behalf of	Lessee			·		
	Lessee's A	Address		·		
		;	Signature)		
]	Position			

Date

PRICE PROPOSAL - ESTABROOK ELEMENTARY SCHOOL KINDERGARTEN ONLY Site: Space: Estabrook Elementary School 1 Classroom MTWThF 3:15-6:00 MTWF 117 Grove Street Classroom: 3:15-6:00 Lexington, MA 02420 Th 1:00-6:00 Gymnasium See General Information # 4.c) Cafeteria/Lobby MTWF 3:10-6:00 Th 12:15-6:00 Program: After School. 143 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days. **Rental Rate:** The minimum acceptable lease amount per annum is: \$__ The ___ proposes the following rate: (organization) YEAR 1 YEAR 2 YEAR 3 August 2010 - June 2011 August 2008 - June 2009 August 2009 - June 2010 Hours per Day Days of Operation Minimum Price Proposal \$4,415.00 \$4,547.00 \$4,684.00 Supplemental Price Proposal **TOTAL** \$ \$ Annual **Certification:** I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of Lessee Lessee's Address Signature Position Date

NON-PRICE PROPOSAL - FISKE ELEMENTARY SCHOOL

Site: Fiske Elementary School Space: 1 Classroom MTWF 12:15-3:15

55 Adams Street Th 1:30 – 3:00

Lexington, MA 02420 Cafeteria MTWF 2:45-6:00 Th 11:00-6:00

Gymnasium See General Information # 4.c)

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days.

General Requirements (the following will be used by the reviewer of the proposal. All documentation is submitted under submission criteria and submittals. One set per proposal is sufficient. Proposer shall complete yes or no to confirm documents are included):

#	Criteria	Yes	No
1	Lessee serves only Lexington residents who are students in grades K-5 or non-		
	resident students enrolled in the Lexington Public Schools in grades K-5.		
2	Space will be used only for after school student programs.		
3	Lessee agrees to bear all administrative costs of the program.		
4	Lessee agrees to execute and abide by all terms as detailed in the lease agreement		
	included with proposal documents, or a lease in substantially the same form.		
5	Lessee agrees to provide quarterly enrollment reports for each location.		

Additional Minimum Criteria:

Criteria	Rev	viewer Determination	Comments
Licensing	Yes	No	
Staff education			
Staff experience			
Organization experience			
Staff-to-child ratio			
Cost per child (weekly fee)			
Sliding Fee Scale (based on income) & Acceptance of MA Child Care Vouchers			
Regular Hours of Operation:			
Early Release Days	Yes	No	
School Vacation Weeks	Yes	No	
Staff Departure Time			
Program references	Yes		
Program content			
Program structure			
Program accountability			
Financial Solvency			

Other General Information Attached:

#	Criteria	Yes	No	Comment
	A cover letter describing your organization and explaining			
A	your philosophy of after school structured programs for			
	elementary school students.			
	A copy of your license to operate a school-age childcare			
В	program from the appropriate state licensing agency.			
	A description of how educational, social, parental, and			
C	community involvement will be maintained.			
	A plan for financing your program which demonstrates			
	sufficient revenue to cover program expenses. Include a letter			
D	of endorsement from any projected funding sources, and a			
	copy of your most recent audited financial statement.			
	A detailed plan to evaluate the program's quality and			
Е	effectiveness. Include the criteria that will be evaluated.			
	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;			
F	procedures for the safe release of children, first aid and			
	emergency procedures.			
	A description of your procedures for student enrollment and			
G	registration. The program will begin on or about September,			
	2008.			
Н	Financial assistance.			
	Proposers are asked to provide the number of enrolled			
I	children necessary to allow for the opening of another site			
	location.			
J	The tuition/fee schedule for the lease term.			
K	A sample quarterly enrollment report for each location.			
L	A description of your sliding fee schedule.			
	A description of training your staff has received in			
M	social/emotional learning programs.			

Additional Site-Specific Information Attached:

#	Criteria	Yes	No	Comment
A	A description of the program structure and content.			
В	Hours of operation.			
	A description of staff, including program supervision			
C	management and support, as well as staff qualification			
	requirements. Note: Individual school principals shall have			
	final approval of staff working within their buildings. A			
	criminal background check will be done on all of the			
	organization's employees before a program will begin.			
	Proposed staff-to-child ratios. Also include the maximum			
D	number of children that can be accommodated by your			
	program at each school.			
	A description of how your program would transport students,			
Е	if needed. No transportation will be provided by Lexington			
	Public Schools, without the prior approval of the School			
	Committee.			

Lexington Public Schools After School Structured Program for Elementary Students

Certification:

behalf of		·
	Proposer	
	Proposer's Address	·
		Signature
		Position
		Date
Lexington Po	ublic Schools Program Review:	
		Reviewer
		Date

FISKE ELEMENTARY SCHOOL PRICE PROPOSAL -Site: Fiske Elementary School Space: 1 Classroom 55 Adams Street Th 1:30 - 3:00MTWF 2:45-6:00 Cafeteria Lexington, MA 02420 Th 12:15-6:00 Gymnasium See General Information # 4.c) Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days. **Rental Rate:** The minimum acceptable lease amount per annum is: _ The _ proposes the following rate: (Organization) YEAR 1 YEAR 2 YEAR 3 August 2008 - June 2009 August 2009 – June 2010 August 2010 - June 2011 Hours per Day Days of Operation Minimum Price Proposal \$7,867.00 \$8,103.00 \$8,346.00 Vacation / Non School \$250.00 per day of \$257.00 per day of \$266.00 per day of Days / Weekdays operation x number of days operation x number of days operation x number of days \$266 x_ \$250 x \$257 x Supplemental Price \$ Proposal **TOTAL** \$ \$ Annual **Certification:** I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of Lessee Lessee's Address Signature Position

Date

PRICE PROPOSAL - FISKE ELEMENTARY SCHOOL KINDERGARTEN ONLY

Site:	Fiske Elementary 55 Adams Street		Space:	1 Classroom	MTWF 12:15-3:15
Lexington, MA 02420		02420		Gymnasium	See General Information # 4.c)
2008 (fir	st day of school) an		. Unused sno		day-Friday between August 26, dar to not apply and are
Rental R	Rate:				
The mini	mum acceptable lea	ase amount per annum i	is: \$		
The	(org	anization)	roposes the fo	ollowing rate:	
		YEAR 1 August 2008 – June		AR 2 gust 2009 – June 2010	YEAR 3 August 2010 – June 2011
Hours pe	er Day				
Days of 0	Operation				
Minimun	n Price Proposal	\$5,044.00	\$5,	196.00	\$5,352.00
Supplem Proposal	ental Price	\$	\$		\$
TOTAL Annual		\$	\$		\$
Certifica	ation:				
I certify t	that the above facts	are true and that I am a	uthorized to o	offer the above proposal	on
behalf of	•				
	Lessee				
	Lessee's A	Address		·	
			Signature		
			Position		
			Date		

NON-PRICE PROPOSAL - HARRINGTON ELEMENTARY SCHOOL

Site: Harrington Elementary School Space: 2 Classrooms MTWF 1:30-3:00
148 Maple Street Cafeteria MTWF 3:00-6:00
Lexington, MA 02420 Cafeteria Th 12:15-6:00

Gymnasium See General Information # 4.c)

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days.

General Requirements (the following will be used by the reviewer of the proposal. All documentation is submitted under submission criteria and submittals. One set per proposal is sufficient. Proposer shall complete yes or no to confirm documents are included):

#	Criteria	Yes	No
1	Lessee serves only Lexington residents who are students in grades K-5 or non-		
	resident students enrolled in the Lexington Public Schools in grades K-5.		
2	Space will be used only for after school student programs.		
3	Lessee agrees to bear all administrative costs of the program.		
4	Lessee agrees to execute and abide by all terms as detailed in the lease agreement		
	included with proposal documents, or a lease in substantially the same form.		
5	Lessee agrees to provide quarterly enrollment reports for each location.		

Additional Minimum Criteria:

Criteria	Rev	iewer Determination	Comments
Licensing	Yes	No	
Staff education			
Staff experience			
Organization experience			
Staff-to-child ratio			
Cost per child (weekly fee)			
Sliding Fee Scale (based on income) & Acceptance of MA Child Care Vouchers			
Regular Hours of Operation:			
Early Release Days	Yes	No	
School Vacation Weeks	Yes	No	
Staff Departure Time			
Program references	Yes		
Program content			
Program structure			
Program accountability			
Financial Solvency			

Other General Information Attached:

#	Criteria	Yes	No	Comment
	A cover letter describing your organization and explaining			
Α	your philosophy of after school structured programs for			
	elementary school students.			
	A copy of your license to operate a school-age childcare			
В	program from the appropriate state licensing agency.			
	A description of how educational, social, parental, and			
C	community involvement will be maintained.			
	A plan for financing your program which demonstrates			
	sufficient revenue to cover program expenses. Include a letter			
D	of endorsement from any projected funding sources, and a			
	copy of your most recent audited financial statement.			
	A detailed plan to evaluate the program's quality and			
E	effectiveness. Include the criteria that will be evaluated.			
	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;			
F	procedures for the safe release of children, first aid and			
	emergency procedures.			
	A description of your procedures for student enrollment and			
G	registration. The program will begin on or about September,			
	2008.			
H	Financial assistance.			
_	Proposers are asked to provide the number of enrolled			
I	children necessary to allow for the opening of another site			
	location.			
J	The tuition/fee schedule for the lease term.			
K	A sample quarterly enrollment report for each location.			
L	A description of your sliding fee schedule.			
	A description of training your staff has received in			
M	social/emotional learning programs.			

Additional Site-Specific Information Attached:

#	Criteria	Yes	No	Comment
A	A description of the program structure and content.			
В	Hours of operation.			
С	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 staff working within their buildings. A criminal background check will be done on all of the organization's employees before a program will begin.			
D	Proposed staff-to-child ratios. Also include the maximum number of children that can be accommodated by your program at each school.			
Е	A description of how your program would transport students, if needed. No transportation will be provided by Lexington Public Schools, without the prior approval of the School Committee.			

Lexington Public Schools
After School Structured Program for Elementary Students

Certification:

ehalf of	Proposer	 •
	Troposer	
	Proposer's Address	
		Signature
		Position
		Date
exington Po	ublic Schools Program Review:	
		Reviewer
		Date

PRICE PROPOSAL - HARRINGTON ELEMENTARY SCHOOL Site: Harrington Elementary School Space: MTWF 3:00-6:00 148 Maple Street Cafeteria Lexington, MA 02420 Cafeteria Th 12:15-6:00 Gymnasium See General Information # 4.c) Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days. **Rental Rate:** The minimum acceptable lease amount per annum is: The _ proposes the following rate: (Organization) YEAR 1 YEAR 2 YEAR 3 August 2008 - June 2009 August 2009 – June 2010 August 2010 - June 2011 Hours per Day Days of Operation Minimum Price Proposal \$9,337.00 \$9,617.00 \$9,906.00 Vacation / Non School \$250.00 per day of \$257.00 per day of \$266.00 per day of Days / Weekdays operation x number of days operation x number of days operation x number of days \$266 x \$250 x \$257 x _ Supplemental Price \$ Proposal **TOTAL** \$ \$ Annual **Certification:** I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of Lessee Lessee's Address Signature

Position

Date

PRICE PROPOSAL - HARRINGTON ELEMENTARY SCHOOL KINDERGARTEN ONLY

	Harrington Eleme	entary School	Space:	2 Classrooms	MTWF 12:15-3:15	
	48 Maple Street Lexington, MA 0	2420		Gymnasium	See General Informati	on # 4.c)
2008 (first d	lay of school) and	43 school days, all holida I the last day of school. closed for all school sno	Unused snow d			gust 26,
Rental Rate	e :					
The minimu	m acceptable lea	se amount per annum is:	\$	·		
The		pro	poses the follow	ving rate:		
	(orga	nization)	•			
		YEAR 1	YEAR	2	YEAR 3	
		August 2008 – June 20		t 2009 – June 2010	August 2010 – June	e 2011
Hours per D	D ay					
Days of Ope	eration					
Minimum Price Proposal		\$5,987.00	\$6,167	7.00	\$6,352.00	
Supplement Proposal	al Price	\$	\$		\$	
TOTAL Annual		\$	\$		\$	
Certificatio	n:					
I certify that	t the above facts a	are true and that I am aut	thorized to offer	r the above proposal	on	
behalf of						
benan of	Lessee			·		
	Lessee's A	ddress		·•		
			Signature			
			Position			
			Date			

NON-PRICE PROPOSAL - HASTINGS ELEMENTARY SCHOOL

Site: Hastings Elementary School Space: Classroom MTWThF 12:15-6:00 1:00-3:30 2618 Massachusetts Avenue Classroom Th Lexington, MA 02421 Cafeteria **MTWF** 3:15-6:00 Th 12:15-6:00 Gymnasium See General Information # 4.c)

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days.

General Requirements (the following will be used by the reviewer of the proposal. All documentation is submitted under submission criteria and submittals. One set per proposal is sufficient. Proposer shall complete yes or no to confirm documents are included):

#	Criteria	Yes	No
1	Lessee serves only Lexington residents who are students in grades K-5 or non-		
	resident students enrolled in the Lexington Public Schools in grades K-5.		
2	Space will be used only for after school student programs.		
3	Lessee agrees to bear all administrative costs of the program.		
4	Lessee agrees to execute and abide by all terms as detailed in the lease agreement		
	included with proposal documents, or a lease in substantially the same form.		
5	Lessee agrees to provide quarterly enrollment reports for each location.		

Additional Minimum Criteria:

Criteria	Revi	ewer Determination	Comments		
Licensing	Yes	No			
Staff education					
Staff experience					
Organization experience					
Staff-to-child ratio					
Cost per child (weekly fee)					
Sliding Fee Scale (based on income) & Acceptance of MA Child Care Vouchers					
Regular Hours of Operation:					
Early Release Days	Yes	No			
School Vacation Weeks	Yes	No			
Staff Departure Time					
Program references	Yes				
Program content					
Program structure					
Program accountability					
Financial Solvency					

Other General Information Attached:

#	Criteria	Yes	No	Comment
	A cover letter describing your organization and explaining			
Α	your philosophy of after school structured programs for			
	elementary school students.			
	A copy of your license to operate a school-age childcare			
В	program from the appropriate state licensing agency.			
	A description of how educational, social, parental, and			
C	community involvement will be maintained.			
	A plan for financing your program which demonstrates			
	sufficient revenue to cover program expenses. Include a letter			
D	of endorsement from any projected funding sources, and a			
	copy of your most recent audited financial statement.			
	A detailed plan to evaluate the program's quality and			
Е	effectiveness. Include the criteria that will be evaluated.			
	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;			
F	procedures for the safe release of children, first aid and			
	emergency procedures.			
	A description of your procedures for student enrollment and			
G	registration. The program will begin on or about September,			
	2008.			
Н	Financial assistance.			
	Proposers are asked to provide the number of enrolled			
I	children necessary to allow for the opening of another site			
	location.			
J	The tuition/fee schedule for the lease term.			
K	A sample quarterly enrollment report for each location.			
L	A description of your sliding fee schedule.			
	A description of training your staff has received in			
M	social/emotional learning programs.			

Additional Site-Specific Information Attached:

#	Criteria	Yes	No	Comment
A	A description of the program structure and content.			
В	Hours of operation.			
С	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 staff working within their buildings. A criminal background check will be done on all of the organization's employees before a program will begin.			
D	Proposed staff-to-child ratios. Also include the maximum number of children that can be accommodated by your program at each school.			
Е	A description of how your program would transport students, if needed. No transportation will be provided by Lexington Public Schools, without the prior approval of the School Committee.			

Lexington Public Schools
After School Structured Program for Elementary Students

Certification:

behalf of		·
	Proposer	
	Proposer's Address	·
		Signature
		Position
		Date
Lexington Pu	ublic Schools Program Review:	
		Reviewer
		Date

PRICE PROPOSAL - HASTINGS ELEMENTARY SCHOOL Site: Hastings Elementary School Space: Classroom MTWThF 3:00-6:00 2618 Massachusetts Avenue Classroom 12:15-3:15 Th MTWF Cafeteria Lexington, MA 02421 3:00-6:00 Th 12:15-6:00 Gymnasium See General Information # 4.c) Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August 26, 2008 (first day of school) and the last day of school. Unused snow days on school calendar to not apply and are unavailable. The program is closed for all school snow days. **Rental Rate:** The minimum acceptable lease amount per annum is: _ The __ _ proposes the following rate: (Organization) YEAR 1 YEAR 2 YEAR 3 August 2008 - June 2009 August 2009 - June 2010 August 2010 - June 2011 Hours per Day Days of Operation Minimum Price Proposal \$7,091.00 \$7,304.00 \$6,885.00 Vacation / Non School \$250.00 per day of \$257.00 per day of \$266.00 per day of Days / Weekdays operation x number of days operation x number of days operation x number of days \$266 x \$250 x \$257 x \$ Supplemental Price \$ Proposal TOTAL \$ **Annual Certification:** I certify that the above facts are true and that I am authorized to offer the above proposal on behalf of Lessee Lessee's Address Signature Position

Date

PRICE PROPOSAL - HASTINGS ELEMENTARY SCHOOL KINDERGARTEN ONLY

Site:	Hastings Elemen		Space:	Classroom	MTWF	12:15-3:15
2618 Massachusetts Avenue Lexington, MA 02421				Gymnasium	See General Ir	nformation # 4.c)
2008 (firs	st day of school) an	.43 school days, all holid the last day of school. s closed for all school sn	Unused snow of			
Rental R	late:					
The mini	mum acceptable le	ase amount per annum is	s: \$	·		
The	(org	pro	oposes the follo	wing rate:		
		YEAR 1 August 2008 – June 2	YEAF	R 2 st 2009 – June 2010	YEAR 3	0 – June 2011
Hours pe	r Day	Tragast 2000 June 2	Tugui	34 2007 June 2010	Tugust 201	Julie 2011
Days of (Operation					
Minimun	n Price Proposal	\$4,415.00	\$4,54	7.00	\$4,684.00	
Suppleme Proposal	ental Price	\$	\$		\$	
TOTAL Annual		\$	\$		\$	
Certifica	ition:					
I certify t	hat the above facts	are true and that I am au	ıthorized to offe	er the above proposa	lon	
behalf of						
	Lessee					
	Lessee's Address					
			Signature			
			Position			
			Date			

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 or LESSOR), enters into this lease with ________, (hereinafter referred to as LESSEE).

The TOWN shall lease space to the LESSEE at the _______ Elementary School, in Lexington, Massachusetts, for the purpose of running a structured program for elementary school students after school hours, according to the terms specified below.

I. SERVICES PROVIDED BY THE LEXINGTON PUBLIC SCHOOLS

- A. The Lexington School Committee agrees to provide the following spaces to the LESSEE at the ______ Elementary School, subject to any and all of the following restrictions:
 - 1. Use of the space identified in and for the hours listed in Exhibit A.
 - 2. Use of the following facilities from 3:00 p.m. to 6:00 p.m., Monday through Friday:
 - a) Parking in the parking lots only; there shall be no parking in the driveway or access roads;
 - b) Gymnasium: Program 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) The area designated on Exhibit B, Pg. 2, 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 Leased Premises.
 - 3. Use of all facilities listed in this Lease, during school vacations, from 8:00 a.m. to 6:00 p.m., Monday through Friday.
 - **4.** Specific Spaces to be leased (completed as a date of the award).
- B. Utility, maintenance and custodial services provided by the Lexington Public Schools
 - 1. <u>Utility services</u>. The Town will provide the necessary heat, hot water and other utilities, but not telephone service, to ensure the safe operation of the space provided, in accordance with local and state building codes.
 - 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 Licensed Premises (the "Bathrooms").
 - 3. Repairs. The Town shall repair, within a reasonable period of written notice by the Lessee to the Director of Public Facilities, at the Department of Public Facilities, 146 Maple Street, Lexington, MA 02420, any unsafe or dangerous conditions on school property which pose a danger to the children who attend the Lessee or the employees of the Lessee and which unsafe or dangerous conditions are not a result of any action or inaction of the Lessee or its employees, agents or representatives.

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. LESSEE agrees that:

- A. The LESSEE shall only use these leased facilities sited in this Lease for the purpose of providing after-school structured programs for elementary school students.
- B. 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 Leased Premises are located.
- C. LESSEE shall not interfere 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 Leased Premises and within the School Building at all times, and LESSEE shall ensure that all such children are orderly when moving between areas leased to LESSEE.
- E. LESSEE will prevent children from wandering throughout the School Building unsupervised.
- F. Food will be allowed only in assigned areas.
- G. 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.
- H. LESSEE shall not assign this lease or sublet the whole or any part of the leased premises.
- LESSEE shall not modify or impair the Leased Premises in any manner without the prior written consent of the Lessor.
- J. LESSEE shall meet or exceed all criteria listed in the February 2008 Request for Proposal during the entire lease term (see below).
- K. LESSEE agrees to respectful use of the buildings and will clean up extraordinary messy conditions caused by Lessee or children under its supervision.

IV. LEASE TERM

- A. The lease term shall commence on two business days prior to the start of school for the 2008-2009 school year, and continue through the third day following the close of school for the school year. The Lease covers the school years of 2008-2009 through 2010-2011, and may be extended for one additional year at the sole option of the Town.
- 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 Leased Premises that will result in repairs taking more than 10 days to complete;
 - 2. the Building, 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. the LESSEE is in breach of the lease as referred to in Article X of this Agreement.

V. THE TOWN'S RIGHT TO ACCESS LEASED 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 Leased Premises or the Building. The TOWN shall give LESSEE notice of such inspections, alterations and additions as soon as the TOWN has such information and in no event shall LESSEE be given less than twenty-four (24) hours notice. Notwithstanding the above, the LESSOR may enter the Premises at any hour and without twenty-four (24) hour notice in the case of emergency affecting the Premises or Building.
- C. 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.

VI. RENT

A. The rent for each school year within the time frame of July 1, 2008, to June 30, 2011, shall be paid in four 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
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 days after it is due shall be considered a violation of this lease.

VII. INSURANCE

A. LESSEE will provide to TOWN, prior to commencement of the Term of this License Agreement, certificate(s) of insurance evidencing that 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. 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 Leased Premises. The limit to such liability insurance shall be not less than \$1,000,000 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 Licensee.

VIII. ASSUMPTION OF LOSS AND LIABILITY

- A. LESSEE agrees that it shall pay for all labor performed or furnished, all materials used or employed in the performance of work by LESSEE under this lease, and all rent or hire of equipment employed by LESSEE in its work.
- B. During the term of the lease, the LESSEE'S relationship to the TOWN shall be that of an independent organization. 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. LESSEE shall be responsible for any and all damages caused by clients, staff and/or visitors of the leased premises and contents, including acts of vandalism.
- D. <u>Indemnification</u>. 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 LESSEE'S insurer is defending any claims against the TOWN, then LESSEE shall not be liable for the separate counsel fees of the TOWN in absence of a manifest conflict of interest.

IX. ALTERATIONS AND RENOVATIONS

Any renovation or alteration to the building by LESSEE must be submitted to the Director of Public Facilities and approved in advance in writing. The cost of any renovation or alteration will be at the expense of LESSEE. Upon termination of this lease, LESSEE must restore the building to its original condition.

X. REMEDIES OF THE TOWN

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. The decision of the TOWN shall be final.

XI MISCELLANEOUS

A. <u>Notices</u>. 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 Licensee, to:

- B. Hiring of Town of Lexington Employees: Must be reviewed and approved by the Director of Human Resources.
- C. The failure of either the LESSOR or the LESSEE to insist upon the strict performance of any provision of this Lease Agreement shall not constitute a waiver of compliance with the remaining provisions of this Lease Agreement.
- D. This Lease Agreement shall constitute the only agreement between the LESSEE and the TOWN relative to the use of the Leased Premises, and no oral statements and no prior written matter not

SAMPLE LEASE

- specifically incorporated herein shall be of any force and effect. In entering into this Lease Agreement, the LESSEE relies solely upon the representations and agreements contained herein.
- E. The documents, and the requirements, terms and conditions contained therein, which were part of the TOWN's Request for Proposals for rent of the Leased Premises, together with the LESSEE's Proposal in response thereto, are expressly incorporated into this Lease Agreement.
- F. This Lease Agreement may be amended only by written agreement of both the LESSOR and the LESSEE.
- G. This Lease Agreement shall be signed in three (3) counterparts, each of which shall have the force and effect of any original.
- H. This Lease Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto on this day of,	have set their hands and seals to this and three (3) duplicates,
LEXINGTON SCHOOL COMMITTEE,	
[Name], Chairperson	
LESSEE	
Individual or Corporate Name	
BY:	
This is to certify that this procurement was me the requirements of Mass. Gen. L. ch. 30B.	ade on behalf of the Town of Lexington in accordance with
Procurement Officer:	Date:

DISCLOSURE STATEMENT ACQUISITION OR DISPOSITION OF REAL PROPERTY

does h	For acquisition or disposition of Real Propereby state, for the purposes of disclosure a 40J, of a transaction relating to real proper	pursuant to Massachusetts General Laws, Chapter 7,
(1)	REAL PROPERTY DESCRIPTION:	
(2)	TYPE OF TRANSACTION:	
(3)	SELLER or LESSOR:	
(4)	BUYER or LESSEE.	
(5)	Names and addresses of all persons who in the real property described above:	have or will have a direct or indirect beneficial interest
	NAME	RESIDENCE
(6)	None of the above mentioned persons Management or an official elected to publi	s is an employee of the Division of Capital Asset c office in the Commonwealth except as listed below.
(7)	property transaction with the public agend corporation or other legal entity, it must be or legal entity. The undersigned acknowle 4 of this form during the term of any leas	dividual(s) or organization(s) entering into this real by named above. If this form is signed on behalf of a signed by a duly authorized officer of that corporation edges that any changes or additions to items 3 and or e or rental will require filing a new disclosure with the and Maintenance within thirty (30) days following the
	The undersigned swears under the pains accurate in all respects.	and penalties of perjury that this form is complete and
		Signature:
		Printed Name:
		Title:
		Date:

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies under the penalties of perjury that this bid or proposal is in all respects bona fide, fair and has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word person shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, enfty, or group of individuals.

Signature of person signing the bid of	or proposal				
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Name of business				. ad	
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(name)	authorized sig	natory to			
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of Massachusetts relating to the pay State taxes required under law	yment of taxes	and nas med a	iii State tax	Cturris and	paid all
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Date		Signature of	Authorized		
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Social Security Number or		Title		, ,	
Federal ID Number of Consultant					