



**Lexington Public Schools
146 Maple Street
Lexington, Massachusetts 02420**

**After School Structured Program for Elementary Students
Request for Proposal**

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. 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.

Key Dates/Times:

<u>Item</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Notice:	January 27 & February 3, 2011 January 27, 2011 January 27, 2011		Lexington Minuteman Goods & Services Bulletin State Comm-Pass Website at www.comm-pass.com
Release of Bid:	January 27, 2011	9:00 a.m.	www.comm-pass.com Business Office 146 Maple Street, Lexington
Questions Due:	February 20, 2011	by 4:00 p.m.	dharvey@sch.ci.lexington.ma.us
Amendment Date:	February 23, 2011	by 4:00 p.m.	Located on www.comm-pass.com
Submittal Date:	February 25, 2011	before 10:00 a.m.	Business Office/146 Maple St.
RFP Due:	February 25, 2011	10:00 a.m.	Business Office 146 Maple Street, Lexington
Term:	5 Year Term – August 30, 2011 – June 30, 2016		

**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**

**LEXINGTON PUBLIC SCHOOLS
146 Maple Street
Lexington, Massachusetts 02420**

**Request for Bid
For
After School Structured Program for
Elementary Students
Request for Proposals**

The Lexington School Committee is requesting proposals for an After School Structured Program for Elementary Students RFP from August 30, 2011 until June 30, 2016. Sealed Bids are due at the School Administration Building, 146 Maple Street, Lexington, MA 02420 by **February 25, 2011 before 10:00 a.m.**, at which time they will be publicly opened.

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

Located at:

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

Please Note: Bridge Elementary School Students attend Hastings
Elementary School Extended Day Program

GENERAL INFORMATION

1. Proposal is due by **February 25, 2011 at 10:00 a.m.** in the Business Office at Lexington Public Schools, 146 Maple Street, Lexington, MA.
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 – 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 – Estabrook Elementary School"
"Non-Price Proposal – Fiske Elementary School"
"Non-Price Proposal – Harrington Elementary School"
"Non-Price Proposal – Hastings Elementary School".

Please Note: Submit the General Requirements & Criteria Information for all Elementary Schools located on Page 24-26 with the Non-Price Proposal.

3. **Form of Proposal Submission:** 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. **Proposal Deadline:** Proposals shall be received at the above address no later than February 25, 2011 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. Checks should be made out to “Town of Lexington”. Rental checks should be mailed or dropped of to:

Town of Lexington – Department of Facilities
Attn: Laurie Lucibello
201 Bedford Street
Lexington, MA 02420

- d) Note that the rental rate will not be the primary factor for the proposal award.
- e) 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.).
- f) 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.

- g) Lessee is required to provide quarterly student enrollment reports for each location on the following dates: October 1, December 1, March 1 and June 1. These reports should be sent to:

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

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 unless otherwise noted. 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. However, if an early release day is called due to weather, our building will remain open and allow the program to call their own closing time.
- g) The Lessee may operate vacation day programs from 8:00 a.m. to 6:00 p.m. during school vacation weeks (December, February & April). Additional rate of \$274.00/day for the first year, \$283.00/day for the second year and \$292.00/day for the third year of the lease 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 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.

Rental of additional short-term or event space can be arranged through:

Town of Lexington – Department of Facilities
Attn: Laurie Lucibello
201 Bedford Street
Lexington, MA 02420
781-274-8916
llucibello@lexingtonma.gov

- 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. **Basis for Award:** 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.

REQUIRED SUBMISSIONS

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.
- g) 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. (See attached or website reference / <http://lps.lexingtonma.org/about/WellnessPolicyGuidelines.pdf>)
- h) A description of your procedures for student enrollment and registration. The Program will begin on first day of school in August.
- i) A description of your procedure for providing financial assistance to students, whose families face income limitations in affording program fees.
- j) Should additional space become available, the Proposers shall provide the number of enrolled children necessary to allow for the opening of another site location.

- k) The annual tuition/fee schedule for the lease term (first year is fixed and should reflect actual tuition to be charged).
 - l) A sample quarterly enrollment report for each location.
 - m) Parent late pick up fee policy.
 - n) A description of your sliding fee schedule.
 - o) A description of training your staff has received in social/emotional learning programs
 - p) 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
 - q) **Cori Forms** - The successful bidder must have all workers report to the School Administration Building, 146 Maple Street, Lexington, MA 02420 to fill out applications for Criminal Offender Record Information (CORI) checks to be performed by the Town before receiving a fully executed contract
8. **Required Site-Specific Submissions:** Proposers are also 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.

EVALUATION CRITERIA

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:

Criteria	Minimum	Submitted Evidence	Office use only		
			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: 3:00 p.m.-5:30 p.m.				
Staff arrival and departure					
Early Release Days From close of school through normal program closing time.					
Conference Day Procedures and Fees	Must provide program hours and description of how parents can access these days if not a normally scheduled day.				
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 individual schools.				
Program references	Letter(s) of reference				

Criteria	Minimum	Submitted Evidence	Office use only		
			Meets	Exceeds	Below
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. <ul style="list-style-type: none"> • Wellness Policy • Allergy Policy 	Provide copy. Provide copy.				
Financial Solvency	Program revenues sufficient to cover program expenses.				

9. 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.
10. The lease term shall commence on August 30, 2011 and continue through June 30, 2016, 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.
11. Lexington Public School officials may perform a site visit at an existing programs operated by potential Proposer as part of the proposal evaluation process.

12. 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.
13. Any questions pertaining to the proposal requirements must be submitted in writing by email to Debbie Harvey at dkharvey@sch.ci.lexington.ma.us by February 20, 2011 at 4:00 p.m. Responses will be delivered to all individuals/organizations who requested the RFP or mailed the RFP.
14. 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.
15. 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.

Tie Bids Or Bids

In the case of tie RFPs, LEXINGTON PUBLIC SCHOOLS reserves the right to take the award based on the factors outlined in this RFP.

Bid Or Bid Rejection Or Partial Acceptance

LEXINGTON PUBLIC SCHOOLS reserves the right to reject any or all proposals. They further reserve the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposal where they deem it advisable in protection of the best interests of the LEXINGTON PUBLIC SCHOOLS.

Modification, Addenda And Interpretations

Any apparent inconsistencies, or any matter seeming to require explanation or interpretation in this RFP, must be inquired into by the Proposer at least 72 hours (excluding weekends and holidays) prior to the time set for the RFP or RFP opening. Any and all such interpretations or modifications will be in the form of written addenda.

All addenda shall become part of the Contract Documents and shall be acknowledged and dated on the RFP or RFP Forms. All requests for information or questions should be in writing by February 20, 2011 at 4:00 p.m. either by letter or email (dhurvey@sch.ci.lexington.ma.us) to the Business Office at LEXINGTON PUBLIC SCHOOLS.

RFPs submitted in any manner other than as set forth in this RFP will not be considered by the Awarding Authority. RFPs must be submitted in a sealed envelope that is plainly marked "After School Structured Program for Elementary Students Response" no later than the hour and date as established above for receipt of proposals. Proposals received after that time will be returned to the late vendor unopened.

Telegraphic/Electronic Bid Or Bid Submittal

Telegraphic and/or proposal or proposal offers sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal or proposal either by air freight, postal service, or other means.

Cancellation

Either party may cancel the award in the event that a petition either voluntary or involuntary is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

Patent Guarantee

Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless each LEXINGTON PUBLIC SCHOOL, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of the all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by LEXINGTON PUBLIC SCHOOLS.

Term

The Term of the Contract will be from August 30, 2011 through June 30, 2016.

Termination Of Award For Cause

If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful vendor shall violate any of the covenants, agreements or stipulations of the award, LEXINGTON PUBLIC SCHOOLS shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Extended Day Program, become its

property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful vendor shall not be relieved of liability to LEXINGTON PUBLIC SCHOOLS for damage sustained by LEXINGTON PUBLIC SCHOOLS by virtue of breach of the award by the successful vendor and LEXINGTON PUBLIC SCHOOLS may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due LEXINGTON PUBLIC SCHOOLS from the successful vendor is determined.

Termination Of Award For Convenience

LEXINGTON PUBLIC SCHOOLS may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the award shall at the option of each LEXINGTON PUBLIC SCHOOL become its property. If the award is terminated by LEXINGTON PUBLIC SCHOOLS as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

Taxes

LEXINGTON PUBLIC SCHOOLS are exempt from Town, County, State and Federal/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on your proposal. Proposer shall obtain all appropriate tax exemption certificates from LEXINGTON PUBLIC SCHOOLS.

All tax laws must be followed for the sale and purchase of taxable entities and the contractor is required to collect and make payment for those liabilities.

Payment Of Taxes To The Commonwealth Of Massachusetts Pursuant To M.G.L., Ch. 62c, §49a

No contract may be entered into with any party that has not filed and paid all taxes required under law. This certification is to be included with the sealed bid. Failure to submit a statement of compliance with the statute will result in the bid being disqualified.

Competitiveness And Integrity

The collective LEXINGTON PUBLIC SCHOOLS have assigned control of this acquisition process to LEXINGTON PUBLIC SCHOOLS' Business Office identified in the Proposal or Proposal Notice of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Bidders are to direct all communications regarding this Proposal to LEXINGTON PUBLIC SCHOOLS Business Office, unless otherwise specifically noted. Attempts by offering firms to

circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance. LEXINGTON PUBLIC SCHOOLS' Business Office may refer communications to other participating LEXINGTON PUBLIC SCHOOLS for clarification.

Fob Point

The FOB point shall in all cases be the destination. If freight is charged to any of the LEXINGTON PUBLIC SCHOOLS, the vendor will prepay and add.

Minority Business Enterprise Plan

Notice is hereby given that the Town M.B.E. Plan dated December 1, 1984 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program are applicable to all Town contracts for goods and services in excess of \$4,000.

Right To Know Legislation, M.G.L., Ch. 111f And 454 Cmr 21.06

All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to M.G.L., Ch. 111f, are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

Payments

Payments will be made for all goods/services delivered within 30 days of receipt and acceptance of delivery.

Delivery

The delivery time, as stated in the Proposal or Proposal Form, shall be the time required to deliver the complete item after the receipt of the order or award of the Contract. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/ service is intended.

For the term of this bid DELIVERY is described to include unloading and movement of the furniture and/or boxes into the school building for all LEXINGTON PUBLIC SCHOOLS members. In some cases on small shipments, a building custodian may be available to help unload. However, under no circumstances shall a vendor assume LEXINGTON PUBLIC SCHOOL employees will be available for unloading. The vendor is responsible for coordination of delivery labor personnel with the trucking company.

Debarment or Suspension

The CONTRACTOR certifies that it has not been debarred or suspended under M.G.L. c. 29, Section 29F, nor will the CONTRACTOR contract for supplies from a debarred or suspended subcontractor on any public contract.

NON-PRICE PROPOSAL - BOWMAN ELEMENTARY SCHOOL

Site: Bowman Elementary School
9 Philip Road
Lexington, MA 02421

Space:

1. Use of the space identified in and for the hours listed herein.

- | | | |
|------------------------------|---|--|
| a. <u>Cafeteria</u> - | 3:00 p.m. – 6:00 p.m.
12:15 p.m. – 6:00 p.m. | Monday, Tuesday, Wednesday, Friday
Thursday |
| b. <u>Classroom</u> - | 3:00 p.m. – 6:00 p.m.
12:15 p.m. – 6:00 p.m. | Monday, Tuesday, Wednesday, Friday
Thursday |
| c. <u>Gymnasium</u> - | 3:00 p.m. – 6:00 p.m.
12:15 p.m. – 6:00 p.m. | Monday, Tuesday, Wednesday, Friday
Thursday
See General Information #6.c |

Certification:

I certify that the above facts are true and that I am authorized to offer the above proposal on

behalf of

Proposer

Proposer's Address

Signature

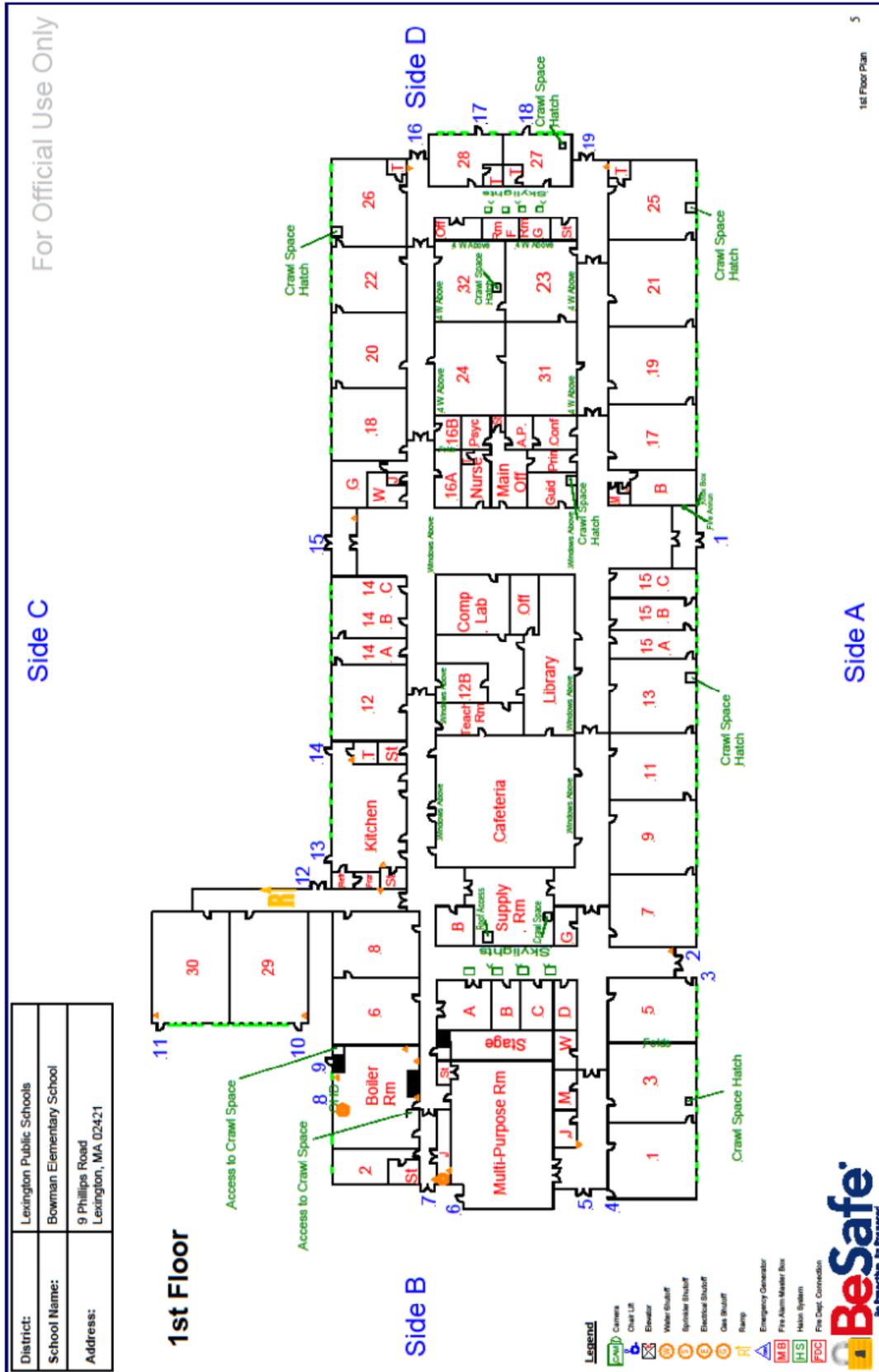
Position

Date

Lexington Public Schools Program Review:

Reviewer

Date



PRICE PROPOSAL - BOWMAN ELEMENTARY SCHOOL

Site: Bowman Elementary School
 9 Philip Road
 Lexington, MA 02421

Space:

1. Use of the space identified in and for the hours listed herein.

- a. **Cafeteria** - 3:00 p.m. – 6:00 p.m. Monday, Tuesday, Wednesday, Friday
 12:15 p.m. – 6:00 p.m. Thursday
- b. **Classroom** - 3:00 p.m. – 6:00 p.m. Monday, Tuesday, Wednesday, Friday
 12:15 p.m. – 6:00 p.m. Thursday
- c. **Gymnasium** - 3:00 p.m. – 6:00 p.m. Monday, Tuesday, Wednesday, Friday
 12:15 p.m. – 6:00 p.m. Thursday
 See General Information #6.c

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August (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 August 2011 – June 2012	YEAR 2 August 2012 – June 2013	YEAR 3 August 2013 – June 2014
Hours per Day			
Days of Operation			
Minimum Price Proposal	\$8,896.00	\$9,163.00	\$9,438.00
Vacation / Non School Days / Weekdays	\$274.00 per day of operation x number of days \$274 x _____ = _____	\$283.00 per day of operation x number of days \$283 x _____ = _____	\$292.00 per day of operation x number of days \$292 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

NON-PRICE PROPOSAL - ESTABROOK ELEMENTARY SCHOOL

Site: Estabrook Elementary School
117 Grove Street
Lexington, MA 02420

Space:

1. Use of the space identified in and for the hours listed herein.
 - a) **Lobby Area** – 3:15 p.m. – 6:00 p.m. – Monday, Tuesday, Wednesday, Friday;
12:15 p.m. – 6:00 p.m. - Thursdays
 - b) **1 Classroom** – CARE Classroom – 4:00 p.m. – 6:00 p.m. - Monday through Friday
 - c) **Gymnasium** – after dismissal use (in lieu of the second classroom); the gym divider doors can be used to create two spaces for daily use.

3:15 p.m. – 6:00 p.m. – Monday, Tuesday, Wednesday, Friday
12:15 p.m. – 6:00 p.m. –Thursdays

Alternate classroom space will be provided on those days when the gymnasium is used for lawfully scheduled public elections or school based professional development. See General Information #6.c
 - d) **Storage** - Three 72”X24”X36” Storage Cabinets in the hallway where the display case has been removed. Upon acquisition by the LESSOR, an additional Storage Cabinet to go into the Non-PE Teacher’s side of the Gym Storage area.
 - e) **Office** – As necessary without disruption to school day
 - f) **Teacher’s Room** – Access for washing pitchers and other food related items as necessary after school without students. (This is a private space for teachers and students are not allowed in this space under any circumstances)
 - g) The Town reserves the right to substitute substantially similar spaces to those listed herein in the second, third and optional fourth years of this Lease, including, to the extent necessary, regularly scheduled rotation among several classrooms.

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August (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.

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

behalf of

Proposer

Proposer’s Address

Signature

Position

Date

Lexington Public Schools Program Review:

Reviewer

Date

PRICE PROPOSAL - ESTABROOK ELEMENTARY SCHOOL

Site: Estabrook Elementary School
 117 Grove Street
 Lexington, MA 02420

1. Use of the space identified in and for the hours listed herein.
 - a) **Lobby Area** – 3:15 p.m. – 6:00 p.m. – Monday, Tuesday, Wednesday, Friday;
 12:15 p.m. – 6:00 p.m. - Thursdays
 - b) **1 Classroom** – CARE Classroom – 4:00 p.m. – 6:00 p.m. - Monday through Friday
 - c) **Gymnasium** – after dismissal use (in lieu of the second classroom); the gym divider doors can be used to create two spaces for daily use.

3:15 p.m. – 6:00 p.m. – Monday, Tuesday, Wednesday, Friday
 12:15 p.m. – 6:00 p.m. –Thursdays

Alternate classroom space will be provided on those days when the gymnasium is used for lawfully scheduled public elections or school based professional development. See General Information #6.c
 - d) **Storage** - Three 72”X24”X36” Storage Cabinets in the hallway where display case has been removed. Upon acquisition by the LESSOR, an additional Storage Cabinet to go into the Non-PE Teacher’s side of the Gym Storage area.
 - e) **Office** – As necessary without disruption to school day
 - f) **Teacher’s Room** – Access for washing pitchers and other food related items as necessary after school without students. (This is a private space for teachers and students are not allowed in this space under any circumstances)
 - g) The Town reserves the right to substitute substantially similar spaces to those listed herein in the second, third and optional fourth years of this Lease, including, to the extent necessary, regularly scheduled rotation among several classrooms.

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August (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 August 2011 – June 2012	YEAR 2 August 2012 – June 2013	YEAR 3 August 2013 – June 2014
Hours per Day			
Days of Operation			
Minimum Price Proposal	\$7,524.00	\$7,750.00	\$7,983.00
Vacation / Non School Days / Weekdays	\$250.00 per day of operation x number of days \$274 x _____ = _____	\$257.00 per day of operation x number of days \$283 x _____ = _____	\$266.00 per day of operation x number of days \$292 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

NON-PRICE PROPOSAL - FISKE ELEMENTARY SCHOOL

Site: Fiske Elementary School
55 Adams Street
Lexington, MA 02420

Space:

1. Use of the space identified in and for the hours listed herein.
 - a. **Cafeteria** - Monday, Tuesday, Wednesday, Friday 2:45 p.m. – 6:00 p.m.
Thursday 11:00 a.m. – 6:00 p.m.
 - b. **Classroom** - Thursday 1:30 p.m. – 3:00 p.m.
 - c. **Gymnasium** - Monday, Tuesday, Wednesday, Friday 3:00 p.m. – 6:00 p.m.
Thursday 12:15 p.m. – 6:00 p.m.
Gym ONLY – Equipment Closet Not Available
See General Information #6.c
 - d. **Storage & Office Space** – Monday through Friday

Certification:

I certify that the above facts are true and that I am authorized to offer the above proposal on

behalf of

Proposer

Proposer's Address

Signature

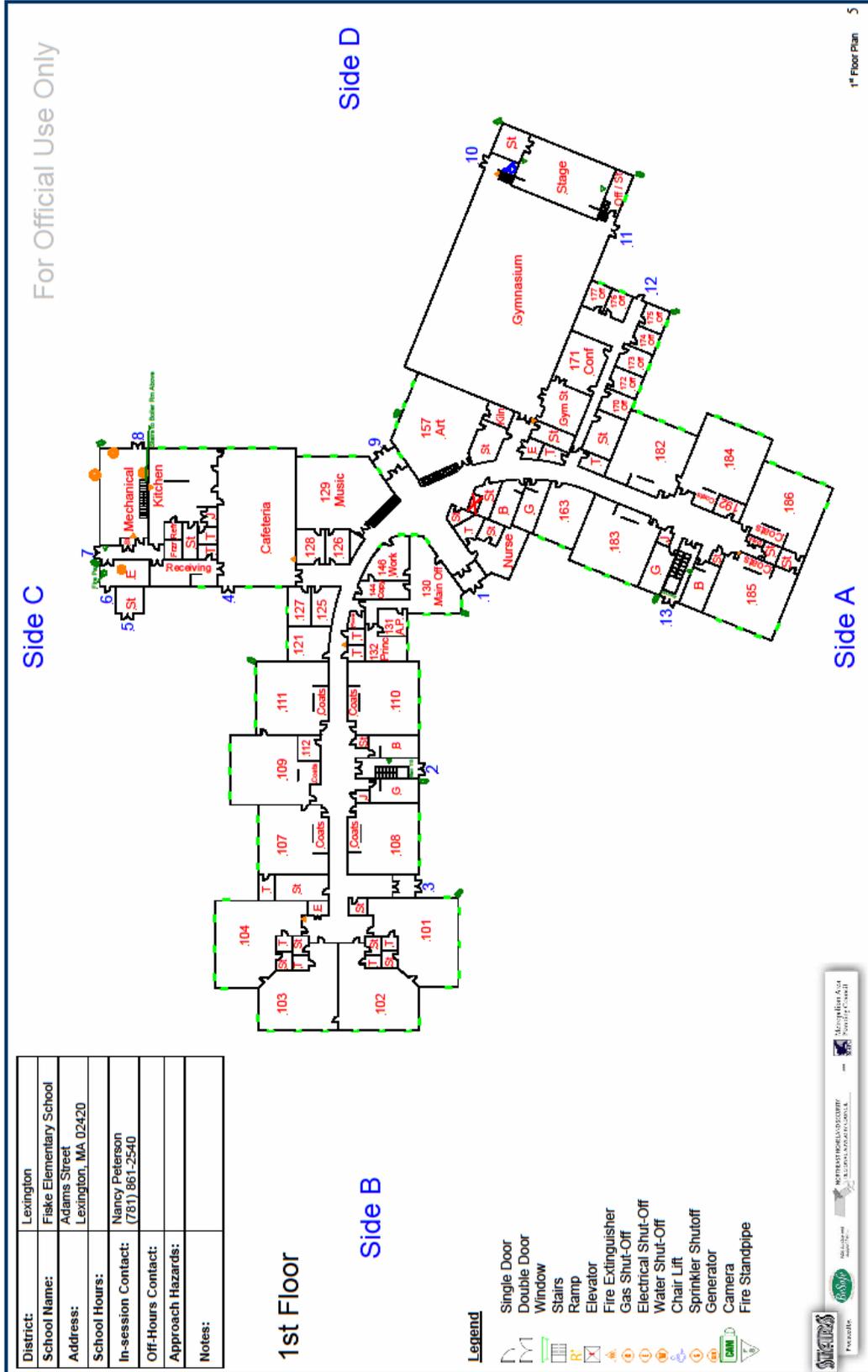
Position

Date

Lexington Public Schools Program Review:

Reviewer

Date



PRICE PROPOSAL - FISKE ELEMENTARY SCHOOL

Site: Fiske Elementary School
 55 Adams Street
 Lexington, MA 02420

Space:

1. Use of the space identified in and for the hours listed herein.
 - a. **Cafeteria** - Monday, Tuesday, Wednesday, Friday
 Thursday
 2:45 p.m. – 6:00 p.m.
 11:00 a.m. – 6:00 p.m.
 - b. **Classroom** - Thursday
 1:30 p.m. – 3:00 p.m.
 - c. **Gymnasium** - Monday, Tuesday, Wednesday, Friday
 Thursday
 Gym ONLY – Equipment Closet Not Available
 See General Information #6.c
 3:00 p.m. – 6:00 p.m.
 12:15 p.m. – 6:00 p.m.
 - d. **Storage & Office Space** – Monday through Friday

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August (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 August 2011 – June 2012	YEAR 2 August 2012 – June 2013	YEAR 3 August 2013 – June 2014
Hours per Day			
Days of Operation			
Minimum Price Proposal	\$8,597.00	\$8,855.00	\$9,121.00
Vacation / Non School Days / Weekdays	\$274.00 per day of operation x number of days \$274 x _____ = _____	\$283.00 per day of operation x number of days \$283 x _____ = _____	\$292.00 per day of operation x number of days \$292 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

NON-PRICE PROPOSAL - HARRINGTON ELEMENTARY SCHOOL

Site: Harrington Elementary School
148 Maple Street
Lexington, MA 02420

Space:

- | | | |
|--------------------------------------|--|--|
| 1. <u>Cafeteria</u> - | Monday, Tuesday, Wednesday, Friday
Thursday | 3:00 p.m. – 6:00 p.m.
12:15 p.m. – 6:00 p.m. |
| 2. <u>Office – Room 135</u> - | Monday, Tuesday, Wednesday, Friday
Thursday | 12:00 p.m. – 6:00 p.m.
11:00 a.m. – 6:00 p.m. |
| 3. <u>Gymnasium</u> - | Monday, Tuesday, Wednesday, Friday
Thursday
See General Information #6.c | 3:00 p.m. – 6:00 p.m.
12:15 p.m. – 6:00 p.m. |

Certification:

I certify that the above facts are true and that I am authorized to offer the above proposal on

behalf of _____
Proposer

Proposer's Address

Signature

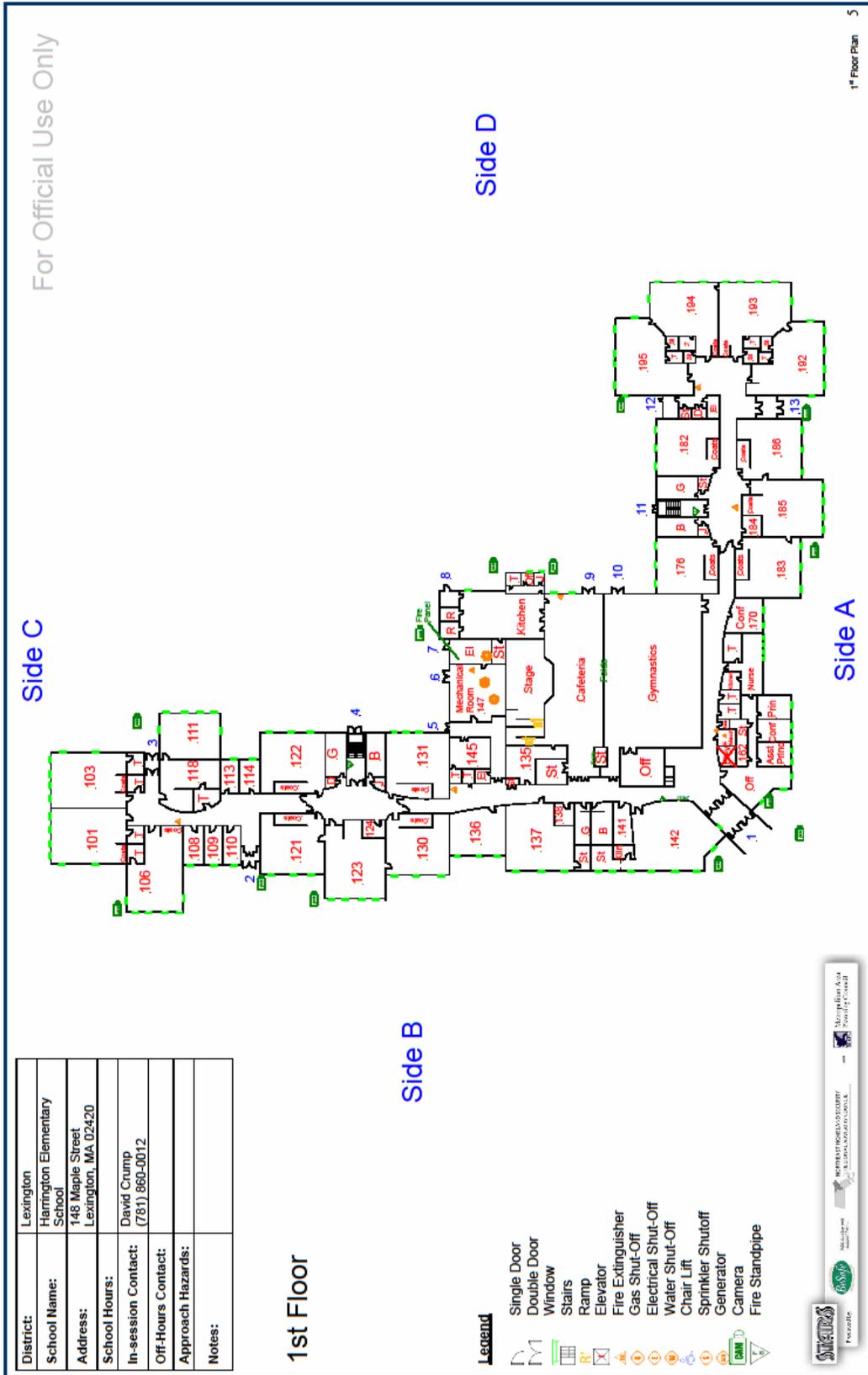
Position

Date

Lexington Public Schools Program Review:

Reviewer

Date



District:	Lexington
School Name:	Harrington Elementary School
Address:	148 Maple Street Lexington, MA 02420
School Hours:	
In-session Contact:	David Crump (781) 860-0012
Off-Hours Contact:	
Approach Hazards:	
Notes:	

- Legend**
- Single Door
 - Double Door
 - Window
 - Stairs
 - Ramp
 - Elevator
 - Fire Extinguisher
 - Gas Shut-Off
 - Electrical Shut-Off
 - Water Shut-Off
 - Chair Lift
 - Sprinkler Shutoff
 - Generator
 - Camera
 - Fire Standpipe

PRICE PROPOSAL - HARRINGTON ELEMENTARY SCHOOL

Site: Harrington Elementary School
 148 Maple Street
 Lexington, MA 02420

Space:

1. **Cafeteria** - Monday, Tuesday, Wednesday, Friday
 Thursday 3:00 p.m. – 6:00 p.m.
 12:15 p.m. – 6:00 p.m.

2. **Office – Room 135** - Monday, Tuesday, Wednesday, Friday
 Thursday 12:00 p.m. – 6:00 p.m.
 11:00 a.m. – 6:00 p.m.

3. **Gymnasium** - Monday, Tuesday, Wednesday, Friday
 Thursday 3:00 p.m. – 6:00 p.m.
 12:15 p.m. – 6:00 p.m.
 See General Information #6.c

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August (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 August 2011 – June 2012	YEAR 2 August 2012 – June 2013	YEAR 3 August 2013 – June 2014
Hours per Day			
Days of Operation			
Minimum Price Proposal	\$10,204.00	\$10,511.00	\$10,827.00
Vacation / Non School Days / Weekdays	\$274.00 per day of operation x number of days \$274 x _____ = _____	\$283.00 per day of operation x number of days \$283 x _____ = _____	\$292.00 per day of operation x number of days \$292 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

NON-PRICE PROPOSAL - HASTINGS ELEMENTARY SCHOOL

Site: Hastings Elementary School
2618 Massachusetts Avenue
Lexington, MA 02421

Space:

- | | | | |
|----|---------------------------|--|---|
| 1. | <u>Cafeteria</u> - | Monday, Tuesday, Wednesday, Friday
Thursday | 3:15 p.m. – 6:00 p.m.
12:15 p.m. – 6:00 p.m. |
| 2. | <u>Classroom</u> - | Monday, Tuesday, Wednesday, Friday
Thursday | 3:15 p.m. – 6:00 p.m.
12:15 p.m. – 6:00 p.m. |
| 3. | <u>Gymnasium</u> | Monday, Tuesday, Wednesday, Friday
Thursday
See General Information #6.c | 4:00 p.m. – 6:00 p.m.
4:00 p.m. – 6:00 p.m. |

Certification:

I certify that the above facts are true and that I am authorized to offer the above proposal on

behalf of

Proposer

Proposer's Address

Signature

Position

Date

Lexington Public Schools Program Review:

Reviewer

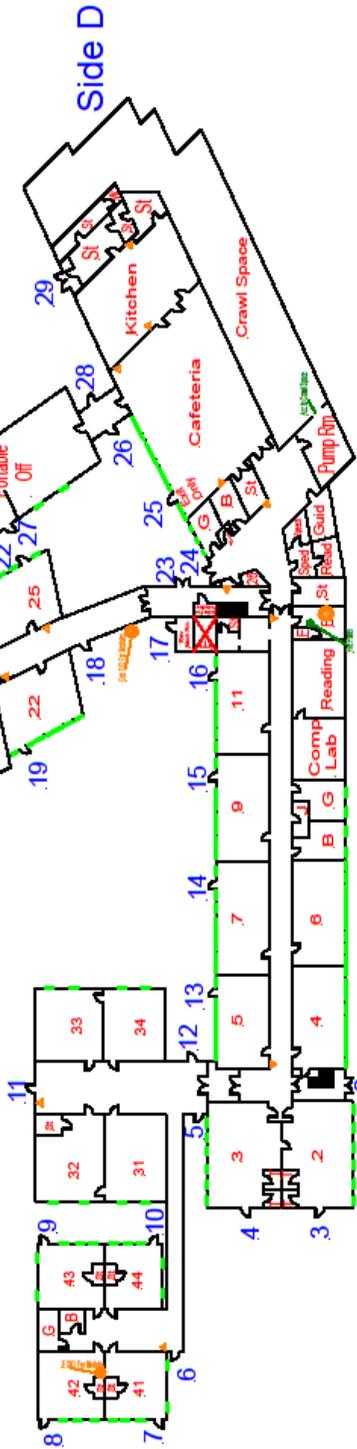
Date

For Official Use Only

Side C

Side B

Side A



District:	Lexington
School Name:	Hastings Elementary School
Address:	2618 Mass Avenue Lexington, MA 02421
School Hours:	
In-session Contact:	Steven Adler (781) 860-5800
Off-Hours Contact:	
Approach Hazards:	
Notes:	

Lower Floor

Legend

- Single Door
- Double Door
- Window
- Stairs
- Ramp
- Elevator
- Fire Extinguisher
- Gas Shut-Off
- Electrical Shut-Off
- Water Shut-Off
- Chair Lift
- Sprinkler Shutoff
- Generator
- Camera
- Fire Standpipe

PRICE PROPOSAL - HASTINGS ELEMENTARY SCHOOL

Site: Hastings Elementary School
 2618 Massachusetts Avenue
 Lexington, MA 02421

Space:

1. **Cafeteria** - Monday, Tuesday, Wednesday, Friday
 Thursday 3:15 p.m. – 6:00 p.m.
 12:15 p.m. – 6:00 p.m.
2. **Classroom** - Monday, Tuesday, Wednesday, Friday
 Thursday 3:15 p.m. – 6:00 p.m.
 12:15 p.m. – 6:00 p.m.
3. **Gymnasium** Monday, Tuesday, Wednesday, Friday
 Thursday 4:00 p.m. – 6:00 p.m.
 4:00 p.m. – 6:00 p.m.
 See General Information #6.c

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August (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 August 2008 – June 2009	YEAR 2 August 2009 – June 2010	YEAR 3 August 2010 – June 2011
Hours per Day			
Days of Operation			
Minimum Price Proposal	\$6,885.00	\$7,091.00	\$7,304.00
Vacation / Non School Days / Weekdays	\$250.00 per day of operation x number of days \$250 x _____ = _____	\$257.00 per day of operation x number of days \$257 x _____ = _____	\$266.00 per day of operation x number of days \$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

GENERAL REQUIREMENTS & CRITERIA
ALL ELEMENTARY SCHOOLS

Program: After School. 183 school days, all holidays and school vacation weeks Monday-Friday between August (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	Reviewer Determination		Comments
	Yes	No	
Licensing			
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	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.			
G	A description of your procedures for student enrollment and registration. The program will begin on or about September, 2008.			
H	Financial assistance.			
I	Proposers are asked to provide the number of enrolled 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.			
M	A description of training your staff has received in social/emotional learning programs.			

Additional Site-Specific Information Attached:

#	Criteria	Yes	No	Comment
A	A description of the program structure and content.			
B	Hours of operation.			
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 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.			

#	Criteria	Yes	No	Comment
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.			

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:
2. Use of the space identified in and for the hours listed in Exhibit A.
 3. 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. Utility services. 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.
 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 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.
- I. 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 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 and continue through the third day following the close of school for the school year. The Lease covers the school years of 2011-2012, 1012-1013, 2013-2014, 2014-1015 and 2015-2016.
- 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
 - 4. 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 August 30, 2011, to June 30, 2016, 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. Indemnification. 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. 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 Licensee, to:

- B. Hiring of Town of Lexington Employees: Must be reviewed and approved by the Assistant Superintendent 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 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 have set their hands and seals to this and three (3) duplicates, on this ____ day of ____, ____.

LEXINGTON SCHOOL COMMITTEE,

[Name], Chairperson

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: _____

WELLNESS POLICY IMPLEMENTATION GUIDELINES

June 19, 2006

I. BACKGROUND

Section 204 of PL 108-265, the Child Nutrition and WIC Reauthorization Act of 2004, states:

“Not later than the first day of the school year beginning after June 30, 2006, each local educational agency participating in a program authorized by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.) or the Child Nutrition Act of 1966 (U.S.C. 1771 et seq.) shall establish a local school wellness policy for schools under the local educational agency...”¹

II. PURPOSE AND SCOPE

The Lexington Public Schools (LPS) is committed to promoting health and wellness for the students and staff within the school community. LPS supports guidelines for nutrition education, physical activity, food and beverages sold and served within our schools, and the establishment of a wellness advisory board.

Guidelines for Nutrition Education and Physical Activity

1. The Coordinator of Physical Education and Wellness will insure that the curriculum will include nutrition education, which will reflect the DOE Curriculum Frameworks guidelines. Efforts will be made to incorporate nutrition education into the students' school day experience through a variety of experiences in the classroom and school community.

The health education curriculum will be under review during the 06-07 school year, and a focus on developing and implementing a strong nutrition education component for all levels will be requested by the Wellness Advisory Board.

2. LPS will maintain the present PE programs of 2 times a week at the elementary level, 2 times a week at the middle school level, and a total of 8 credits over 4 years at the high school level, with the goal of increasing our students' physical activity opportunities at all levels.

The Wellness Advisory Board will work with the Coordinator of Physical Education and Wellness to investigate ways that additional physical activity opportunities can be incorporated into the school day, as promoted in other Massachusetts school districts.

3. To promote the concept of daily recess as a physical activity opportunity for our students at the elementary level the following requirements will be adapted:
 - All six elementary schools will strive for standardizing the decision making

for outdoor recess based on weather conditions by using the following website and temperature guideline: Temperature range of 18-20 degrees F including wind chill factor, as determined by the following local weather website: www.weatherunderground.com (Hansom Air Force Base) 1 PL 108-265, The Child Nutrition Act and WIC (Special Nutrition Program for Women, Infants and Children) Act of 2004.

- In considering weather conditions, playground safety at each location will factor in the Principal's decision regarding indoor or outdoor recess.
- For the school year of 2006-2007 all elementary schools will keep a log that will record when and why recess is cancelled for their school community, i.e. weather or playground conditions. This log will help the Wellness Advisory Board to develop system wide guidelines that meet the needs of all schools for the following academic years. The building Principal or his/her designee will oversee the collection and reporting of data for the log. *A sample log sheet is attached for use in recording this information.*
- It will be the parent/guardian's responsibility to ensure that all children come to school dressed appropriately for the weather, so that all may participate in the benefits of outdoor play activity and socialization. Parents will be called to bring in appropriate attire, or supply replacement clothing when necessary. It shall not be the school's responsibility to keep a miscellaneous supply of clothing for children.
- Families will be notified that their children should be wearing closed toed shoes or boots that will allow safe participation in recess activities and physical education.
- Families will be notified that the LPS policy on participation in outdoor recess clearly maintains that if a child is well enough to come to school, they are well enough to participate in outdoor recess. Accommodations regarding a child's physical safety on the playground due to a chronic or short term disability will be addressed in a 504 Plan, and such accommodations will be made.
- Physical activity opportunities during indoor recess will be promoted. A list of creative ideas for indoor activities will be supplied to each elementary building Principal for distribution.

Guidelines for Foods and Beverages Served

4. To promote health, wellness, and life long learning for all children in the LPS, we will celebrate the person to be honored and/or the occasion to be celebrated without introducing additional foods or beverages into the school day. Suggestions for alternative ways for food free parties and celebrations in the classroom are available through the building Principal and school nurse.

Guidelines for Foods and Beverages Sold

5. Meals served through the National School Lunch and Breakfast Programs will:
 - Be appealing and attractive to children.
 - Be served in a clean and pleasant setting.
 - Meet minimum nutrition requirements established by local, state, and federal

- statutes and regulations, while reaching to achieve the highest possible standards that are attainable within our fiscal and physical plant restraints.
- Contain no more than 30% calories from fat and no greater than 10% calories from saturated fat
 - Minimize trans-fat, sodium and cholesterol
 - Offer a variety of fruits and vegetables and low fat dairy products.
 - Serve only low fat (1%) and fat-free unflavored and flavored (chocolate .5%) milk.
 - Ensure that half of the served grains are whole grain to maximize dietary fiber.
6. Nutrient standards based menu planning will be explored over the 2006-2007 school year to encourage more flexibility in menu planning.
 7. Schools, in cooperation with our Food Services vendor, will engage students and parents through taste-tests of new entrees and surveys to identify new, healthful, and appealing food choices. This information will be utilized in selecting and highlighting foods to be sold through the school meal program.
 8. Schools, in cooperation with our Food Services vendor, will share information about the nutritional content of meals with students and parents and have this information available via menu publications and/or website location.
 9. Schools will be urged to provide students with adequate time for eating and socializing at a mealtime. We will strive at all levels to provide 10 minutes to eat after sitting down for breakfast period, and 20 minutes to eat after sitting down for lunch.
 10. At the elementary and middle school level we will strive to schedule lunch periods between 11:00 AM and 1:00PM to prevent long time periods during the school day that do not allow for an opportunity for nutrition and fluids.
 11. At the elementary level, we will strive to have lunch recess before the scheduled lunch period.
 12. At the elementary school level no foods will be sold outside of the reimbursable school meal program with the exception of milk and bottled water.
 13. At the middle and high school level all foods sold outside of the reimbursable school meal programs will serve to enhance a student's school lunch with the focus on healthier choices. Snack items available should be considered for their nutritional content including fiber and nutrient rich ingredients. The food service vendor will continue to attempt to provide new items meeting high standards of nutrition. A list of all snack and vending machine items will be available to Wellness Advisory Board for review and consideration with the goal of providing "healthier choices".

A la carte beverages allowed:

- Water or seltzer water without added caloric sweeteners –any size
- Low calorie vitamin water beverages – any size and limited to high school
- Fruit and vegetable juices and fruit-based drinks that contain 100% fruit juice and that do not contain additional caloric sweeteners - less than or equal to 10 ounce container
- Unflavored or flavored low fat (chocolate) or fat-free milk
- Less than or equal to 10 ounce container

A la carte beverages not allowed:

- Soft drinks
- Sport drinks
- Ice teas
- Fruit-based drinks that are not 100% real juice or contain additional caloric sweeteners
- Beverages containing caffeine (excluding low fat or fat-free chocolate milk).

A la carte foods:

- A food item sold individually as a packaged item will have:
- Not more than 35% of its calories from fat (excluding nuts, seeds, peanut butter and other nut butters- many of which are excluded from use because of life threatening allergy risk) and 10 % of its calories from saturated and trans fat combined
- No more than 35% sugar by weight
- No more than 480 milligrams of sodium per serving of chips, cereals crackers, baked goods, and other snack items
- A choice of at least two fruits and/or non-fried vegetables will be available at any school site where foods are sold. Such items include, but are not limited to, fresh fruits and vegetables, cooked, dried, or canned fruits, and cooked, dried, or canned vegetables
- Foods containing tree nuts and peanuts will be used with caution and only at the high school level, and will be available only prepacked and with ingredient labels that allow for reasonable review of content risk

Portion sizes of packaged foods:

- 1.50 ounces for chips, crackers, popcorn, and similarly packaged items
- 1 ounce for cookies
- 2 ounces for cereal bars, granola bars
- 8 ounces for low fat and nonfat yogurt
- Fruits and non-fried vegetables are exempt from portion-size limits.

Fundraising activities

To support children’s health and school nutrition education efforts, school fundraising activities will not involve food or will use only foods that meet the above nutrition and portion size standards for foods and beverages sold individually. Schools will

encourage fundraising activities that promote physical activity. The school district will make available a list of ideas for acceptable fundraising activities. *See attached list of suggestions.*

Implementation

- Building Principals are responsible for overseeing and implementing the
- Wellness Policy and its Implementation Guidelines.
- Principals will oversee the distribution of the Wellness Policy and
- Guidelines to all LPS staff, and make the policy and guidelines available to parents/guardians in their buildings.
- The Wellness Advisory Board will function as defined by the Wellness Policy.
- The Wellness Advisory Board will reach out to work closely with the PTO/PTAs around school based implementation of this policy.

BID SUBMISSION FORMS

**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 "Certification 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)

Lexington Public Schools
CERTIFICATE OF NON-COLLUSION

M.G.L. Ch. 30B, s10, BID BIDS: **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.

Dated: _____

Company or Corporation

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# _____

Dated: _____

Company or Corporation

Authorized Official's Signature

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
(date)
was voted that _____, _____ of this
(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

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: