



**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.

Key Dates/Times:

<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 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. Proposal Opening. 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. 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 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. 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.
8. 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.

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.
 - l) 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. Required Site-Specific Submissions: 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. 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:				
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 and Fees	Must provide program hours and description of how parents can access these days if not a normally scheduled day.				

Criteria	Minimum	Submitted Evidence	Office use only		
			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 individual schools.				
Program references	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. <ul style="list-style-type: none"> • Wellness Policy • Allergy 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.

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.			
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.			

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
 KINDERGARTEN ONLY**

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

Space: Cafeteria

Classroom MTWF 12:15-3:15
 Gymnasium See General Information # 4.c)

Program: After School. 143 school days, 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. Kindergarten students are assumed to be allowed to participate in all holiday and school vacation week programs.

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	\$5,220.00	\$5,377.00	\$5,538.00
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

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.			
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.			

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

NON-PRICE PROPOSAL - ESTABROOK ELEMENTARY SCHOOL

Site:	Estabrook Elementary School 117 Grove Street Lexington, MA 02420	Space:	1 Classroom	MTWThF	3:15-6:00
			Classroom:	MTWF	3:15-6:00
				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. 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	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.			
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.			

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	Space: 1 Classroom Classroom: Gymnasium Cafeteria/Lobby	MTWThF	3:15-6:00
		MTWF	3:15-6:00
		Th	1:00-6:00
		See General Information # 4.c)	
		MTWF	3:10-6:00
		Th	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.

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

**PRICE PROPOSAL - ESTABROOK ELEMENTARY SCHOOL
 KINDERGARTEN ONLY**

Site: Estabrook Elementary School 117 Grove Street Lexington, MA 02420	Space: 1 Classroom	MTWThF	3:15-6:00
	Classroom:	MTWF	3:15-6:00
		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 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	\$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 55 Adams Street Lexington, MA 02420	Space: 1 Classroom Cafeteria Gymnasium	MTWF 12:15-3:15 Th 1:30 – 3:00 MTWF 2:45-6:00 Th 11:00-6:00 See General Information # 4.c)
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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	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.			
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.			

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 Classroom
 Cafeteria
 Gymnasium

Th 1:30 – 3:00
 MTWF 2:45-6:00
 Th 12:15-6:00
 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 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	\$7,867.00	\$8,103.00	\$8,346.00
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

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.			
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.			

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 - HARRINGTON ELEMENTARY SCHOOL

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

Space: Cafeteria MTWF 3:00-6:00
 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 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	\$9,337.00	\$9,617.00	\$9,906.00
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

NON-PRICE PROPOSAL - HASTINGS ELEMENTARY SCHOOL

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

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 - HASTINGS ELEMENTARY SCHOOL

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

**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. 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

SAMPLE LEASE

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 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. 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 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 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: _____