



Town of Lincoln
Lincoln Public Schools

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Draft

March 1 version

Buckner M. Creel
Administrator for Business and Finance

Request for Proposal
After-School Care Program
For the Lincoln Public Schools

The Lincoln Public Schools has provided a safe, dependable and affordable after-school care program in partnership with a local provider since 1981. The Lincoln School Committee feels that this program provides a significant service for the children of working and non-working parents. The current program operates on the Lincoln Campus and is tightly integrated with the Lincoln School operational schedule as well as the many after-school activities operated by the Recreation Department and other Lincoln groups as well as the Schools.

The Lincoln Public Schools invites proposals for an **AFTER-SCHOOL CARE PROGRAM FOR THE LINCOLN PUBLIC SCHOOLS**, Lincoln, Massachusetts in accordance with the specifications enclosed herewith (the "Specifications") for the period July 1, 2013 through June 30, 2016. The After-School Care Program Request for Proposal includes the following specific services:

Operate a licensed after-school and school recess period care program for school-aged children, using the facilities known as Pod C on the Lincoln Campus of the Lincoln Public Schools. Pod C is a building containing four classroom-equivalent spaces plus office and support areas. The center is to be operational during the Lincoln Public Schools school year.

Proposals will be received and time and date stamped by the official time clock in the Mailroom in the Central Administration Offices, Hartwell Building, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773 until 10:00 AM on Friday, April 12, 2013.

A mandatory Pre-proposal Conference will be held on Friday, March 22, 2013 at 11:00 AM in the Meeting Room on the first floor in the Hartwell Building, Ballfield Road, Lincoln, MA 01773. A tour of the facility will be included. The conference is an opportunity for prospective proposers to ask questions about the proposal documents. Subsequent questions regarding proposals should be submitted in writing to Buckner Creel, Administrator for Business and Finance no later than 4:00 PM on Thursday, April 4, 2013. Answers will be forwarded to all potential proposers who were present at the Pre-proposal Conference on March 22, 2013.

Specifications and other contract documents may be examined or obtained at the office of the Administrator for Business and Finance, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773. Contract documents may be picked up in the office of the Administrator for Business and Finance, beginning Wednesday, March 13, 2013.

The Lincoln Public Schools will accept the most advantageous offer from a responsive and responsible proposer, taking into consideration all evaluation criteria and price. The Lincoln Public Schools reserves the right to reject any and all proposals, and to enter into a lease with other than the lowest proposer; and to adjust the items specified, and to waive any informalities in the selection process. A responsible proposer has the capability to perform the contract requirements and the integrity and reliability which assures good faith performance. A responsive proposer has met all requirements and submitted all documents required in this solicitation. Prior performance will be considered in the determination of the proposer's responsibility.

Proposals may be corrected, modified or withdrawn prior to the time established for the receipt of proposals only upon the receipt of a written request by the proposer to the Awarding Authority. No proposer may withdraw his/her proposal for at least sixty (60) days after the date set for the receipt of proposals.

Lincoln Public Schools

Buckner Creel
Administrator for Business and Finance

INSTRUCTIONS TO PROPOSERS

1. Receipt of Proposals

All proposals shall be due in the Central Administration offices, Hartwell Building, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773 by 10:00 AM on Friday, April 12, 2013 as indicated by the official time and date stamped on all proposals. No proposals received after the time established for the closing of the proposals will be considered, regardless of the cause.

If, at the time of the scheduled proposal opening, the Lincoln Public Schools are closed due to uncontrollable events including but not limited to fire, snow, ice, wind or building evacuation, proposals will be received until 10:00 AM on the next normal business day.

2. Preparation and Submission of Proposals

To be considered responsive, all proposals must be submitted in sealed envelopes clearly marked as "After-School Program Proposal," bearing on it the permanent name and business address of the proposer. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above must be enclosed in another envelope addressed as specified in these instructions, preferably by registered mail. No responsibility will be attached to the Awarding Authority for early opening of a proposal not properly addressed and identified. The proposal price and signature shall be in ink and in longhand. Each proposer is required to fill in all the blank spaces in the proposal. All Addenda (if any) must be signed, dated and enclosed in the sealed proposal.

4. References

Proposers must be able to establish their ability to provide the services requested through references and by providing other relevant information upon request. All proposals must include a list of at least three references, attesting to the manner in which the proposer has operated similar after-school child care programs. Included should be the name of community and contact person, address and phone number. (Proposal Form #3)

5. Interpretation of Documents

All interpretations of Proposal Documents, the Rental Agreement and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be made available to proposers not later than two days prior to the date fixed on the opening of the proposals at the office of the Administrator for Business and Finance and which may be obtained from the Administrator of Business and Finance, Lincoln Public Schools, Hartwell Building, Ballfield Road, Lincoln, Massachusetts 01773. Failure of any

proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents and shall be specifically incorporated therein by reference.

6. Modification of Proposals

A proposer wishing to amend their proposal after transmittal to the Awarding Authority may do so only by withdrawing their proposal and resubmitting another proposal prior to the time established for the receipt of proposals.

7. Form of Proposal

To be considered responsive, every proposal shall include the Proposal Forms, shown herein, copies of which may be obtained from the Awarding Authority (Proposal Forms 1 – 65). The balance of the proposal submitted may be written in whatever form the proposer desires, but should contain sufficient information to allow the Proposer Selection Committee to evaluate the proposal using the criteria specified in paragraph 12 Evaluation of Proposals. All proposals must be submitted in original plus 5 copies.

8. Proposal Checklist

To be considered responsive, each proposer will complete, sign and enclose a copy of the Proposal Checklist, shown herein, in the sealed proposal, copies of which may be obtained from the Awarding Authority. (see Proposal Form #65)

9. Mandatory Pre-Proposal Conference

There will be a mandatory pre-proposal conference held at Friday, March 22, 2013 at 11:00 AM in the Meeting Room on the first floor of the Hartwell Building, Ballfield Road, Lincoln, Massachusetts 01773.

10. Evidence of Insurability and Indemnification

To be considered responsive and responsible, every proposal submitted shall be accompanied by a certificate, statement or other evidence of insurability indicating an ability to comply with the insurance requirements listed in the Specification to these Instructions. The Committee expects the successful proposer to produce a Certificate of Insurance at the time the contract is signed showing compliance with the required insurance coverage, including Workers' Compensation, and naming the Town of Lincoln and the Lincoln School Committee as additional named insureds.

11. Statement of Non-Discrimination in Employment

To be considered responsive and responsible, every proposal submitted shall be accompanied by a Statement of Non-Discrimination in Employment. All proposers on this

Contract shall be required to comply with the provisions of Massachusetts General Law Chapter 151B. The successful proposer shall also be required to comply with the provisions of the Non-Discrimination statute. (see Proposal Form #4).

12. Evaluation of Proposals

The Lincoln School Administration will serve as the Proposer Selection Committee for the purpose of screening all proposals and making recommendations to the Lincoln School Committee, the Awarding Authority. The selection will be based on:

- a. Licenses and certifications required by federal and Commonwealth laws and regulations (pass-fail)
- b. Evidence of insurability: comprehensive public liability insurance for bodily injury and property damage in the amount of \$1,000,000, and Worker's Compensation coverage (pass-fail)
- c. Continuity of operations: the stability of having the same staff, director and programs is important to the well-being of the children attending the after-school program
- d. Length of time program has been operating, a five-year enrollment history and a two-year enrollment projection
- e. References
- f. Staff training and experience
- g. Proposed staff/child ratio
- h. Description of program to be offered, including activities by season, hours of operation, etc.
- i. Composition of governing board, including level of parent participation
- j. Proposed program fee structure
- k. Proposed rent and allowance for maintenance and capital projects (must meet or exceed minimum)

The Proposer Selection Committee will evaluate the proposals and transmit the list to the Awarding Authority. The list will rank the finalists in order of qualifications, or describe them as equally qualified, and recommend a winner. The Lincoln Public Schools will accept the most advantageous offer from a responsive and responsible proposer, taking into consideration all evaluation criteria and price. The Awarding Authority reserves the right to reject any and all proposals or to waive any of the informalities in the selection process if deemed in its best interest.

SPECIFICATIONS

1. SCOPE OF WORK

This agreement shall include furnishing necessary and required personnel, supplies and equipment required to operate a licensed after-school and school recess period care program for school-aged children, using the facilities known as Pod C on the Lincoln Campus of the Lincoln Public Schools. The proposed use must be completely compatible with the educational mission of the Lincoln Public Schools. Pod C is a building containing four classroom-equivalent spaces plus office and support areas. The center is to be operational during the Lincoln school year. The agreement will be in the form of a Lease/Rental Agreement.

2. GENERAL

Definitions

In the Specifications, any reference to “the Committee,” “the Lincoln Public Schools” or “the Awarding Authority” refers to the School Committee, Lincoln Public Schools, Town of Lincoln. Any reference to “the Superintendent” shall refer to the Superintendent of Schools, Lincoln Public Schools. Any reference to “Contractor” or “Proposer” shall refer to the entity, contracted directly to the Committee, which will fulfill the Scope of Work. Any reference to “contract,” “lease” or “rental agreement” shall refer to the agreement between the Committee and the successful Proposer.

Rental Agreement Period

The Rental Agreement period shall be for three (3) consecutive years, commencing on July 1, 2013, and ending on June 30, 2016. Extensions of up to two (2) additional years may be granted by decision of the School Committee. Each agreement year includes a school year which consists of at least one hundred eighty (180) days normally falling in the period from September 1 to June 30 of the following year; the exact days on which school is in session will be designated by the Committee. If school should be closed for part or all of a regularly scheduled school day for whatever reasons, including but not limited to snowfall, the Superintendent of Schools or her designee will promptly notify the contractor of the decision. The contract shall be subject to annual renewal by the Committee.

School Schedules

The following are the current year’s schedules for the Lincoln Campus, and will be the approximate schedules for future agreement periods:

	M, T, Th, F	W
Grades Kindergarten to 8	8:00 AM to 2:50 PM	8:00 AM to 12:35 PM

Changes to Schedules

Changes in the above schedule will be made as necessitated by school program or schedule, i.e., elementary school conference days or other half days of school, or staggered elementary openings if necessary. Changes in schedule shall also be made as necessitated by the Education Reform Act of 1993, and shall specifically include Time and Learning requirements. It is not the intent of the Lincoln Public Schools to indicate that it plans to make changes on a regular basis but rather to indicate to proposers that the Committee may make changes in school schedules, budgets and enrollments that will be reflected in its schedules.

The Committee reserves the right to rearrange, reassign and adjust schedules when it is in the interests of the Awarding Authority to do so. Any such change shall be consistent with the provisions of the Massachusetts General Laws, Chapter 30B.

Alternate Use of Space

If the Lincoln Public Schools, in its sole discretion, undertakes a major public school building construction project requiring the relocation of students or staff at any of the facilities under its control during the term of the Agreement, which thereby makes it necessary, in the sole opinion of the School Committee, to use Pod C, ~~it may terminate the Agreement upon one year's written notice to the Proposer, or~~ it may modify the Agreement to provide for shared use of Pod C or to provide alternate space on the Lincoln Campus for the Proposer's program upon four month's written notice to the Proposer.

In the event the Lincoln Public Schools modifies the Agreement to provide for shared use of Pod C or to provide alternate space on the Lincoln Campus for the Proposer's program, the current rent payment and capital improvement allowance will be reduced by one-quarter.

Other General Terms

At least once each school year, all after-school program students shall participate in emergency building evacuation drill(s) at the Pod C location.

The Contractor must have a telephone connection through which the School Department may make quick contact with the owner and/or her/his agent. The phone number(s) must be submitted upon award of the contract. The Contractor shall appear for conferences with the Superintendent or his/her designee when requested.

All proposers on this Contract shall be required to comply with the provisions of Massachusetts General Law Chapter 151B. The successful proposer shall also be required to comply with the provisions of the Non-Discrimination statute.

3. RENT & FEES

The proposal shall include an amount for the first year's rent, for the 2013-2014 school year, of at least \$28,000. Thereafter the amount shall be increased by 2% each year, for the duration of the agreement. Rental payments will be in two installments each year: The first shall be made on or before by December 1, and the second, on or before June 1.

The proposal shall also include an amount for the first year's allowance for the purposes of maintenance and making regular capital improvements to the interior and exterior of the building, of at least \$2,800. This amount shall be increased by 2% each year for the duration of the agreement, and shall be held in escrow until June 30 of each year.

4. UTILITIES AND SERVICES

- a. Utilities: The Lincoln Public Schools shall agree to pay all water, sewer service, electricity and heating costs associated with heating and occupying the building.
- b. Telephone: The Proposer shall agree to pay all telephone bills and related services associated with telephone use in the building.
- c. Custodial Services: The Lincoln Public Schools shall provide without additional charge, custodial services from September through June and a yearly summer cleaning. These custodial services will include light maintenance and snow removal.

5. REPORTS

The Contractor shall make written reports of all accidents in which his/her staff or a student attending his/her program becomes involved within twenty-four (24) hours of said action to the Superintendent. In the event the accident involves injury or death of a school child, a verbal report shall be made at once by telephone, after notification of the police, and the rendering of assistance to the injured.

At the end of each contract year, or upon request, the Contractor shall submit a formal accident report summary from its insurance company covering the entire contract from its inception. The insurance company report shall include the date of each accident, names of those involved, property damage, bodily injuries, preventable or non-preventable, claims and current status.

6. MANDATORY CRIMINAL RECORD (CORI) CHECKS

Because of the nature of the proposed use and the close proximity between the proposed use and the Lincoln School and Preschool, it is presumed that Contractor employees and subcontractors will have the opportunity for direct and unmonitored contact with children. Consequently, the Contractor will submit all of its employees, parent volunteers (if any) and subcontractors who provide services in support of the Contractor's programs to the Lincoln Public Schools for CORI checks sponsored by the Lincoln Public Schools.

| **76. PAYMENTS**

Payments will be made in accordance with the terms of the Rental Agreement.

| **87. BREACH OF CONTRACT**

In the case of failure on the part of the contractor to operate the program as provided by the Contract, the Committee reserves the right to terminate the Contract, and to secure performance of contractual duties through another contractor, and the Committee shall collect from the Contractor any difference in price as a result of such failure on the part of the Contractor.

Exercise of the rights herein specified shall not impair or affect the Town's right to recover the damages for breach of contract.

| **98. INSURANCE REQUIREMENT**

The Contractor will take out and maintain during the life of the contract all insurance requirements listed in APPENDIX A to these Specifications.

The Contractor shall agree to indemnify, defend, and hold the Town of Lincoln/School Department harmless from any and all claims arising out of the performance of this contract.

| **109. SUCCESSFUL PROPOSER**

The successful proposer may be asked to supply documentation that supports that the proposer is financially viable to provide the service for the length of the contract. Such documentation may include a bank reference or certified financial statement.

+++ End of Specifications +++