

SEEKONK SCHOOL DEPARTMENT

Invitation to Bid

BEFORE and AFTER SCHOOL CHILD CARE

September 2021 – August 2022

The Seekonk School Committee is seeking proposals from a child care agency licensed or certified by the Massachusetts Office for Children for before and after school child care needs as specified through the following criteria:

General Guidelines:

Enclosed are specifications and forms for the completion of the request for proposal as listed. This solicitation and resulting contract shall be established using procedures applicable to competitive negotiation in compliance with Massachusetts's Law, Chapter 30B. All proposals must be submitted in a sealed envelope marked **'Before and After School Child Care Proposal'** no later than **11:00 a.m., Monday, May 17, 2021** and should include the original and four copies. All proposals must be submitted to the following address:

Seekonk Public Schools
25 Water Lane
Seekonk, MA 02771
Attention: Jill Brillhante

Any proposal received after the date and time stated above will not be considered and will be returned to the bidder unopened. The Seekonk School Department reserves the right to interview any applicants, at its discretion, and to enter into negotiations with participating companies selected for consideration, to reject any or all proposals in whole or in part, to waive any informalities and to base all conclusions, decisions, and actions that will be in the best interest of the Seekonk Public Schools. Proposals and resulting bids will be regarded as firm for 60 days after the opening date and may not be withdrawn or altered during that time. Notification to the successful bidder will be made as soon as possible but no later than June 25, 2021. Selection of a child care provider for before and after school child care programs will be the sole judgment of the Seekonk School Department.

Any questions concerning this request for proposal should be directed to Jill Brillhante, School Business Administrator at (508) 399-5106 or emailed to brilhantej@seekonkschool.org

The before and after school programs will be conducted at the:

1. Martin Elementary School
445 Cole Street
Seekonk, MA 02771
(508) 336-7558
Principal: Bartholomew Lush

2. Aitken Elementary School
165 Newman Avenue
Seekonk, MA 02771
(508) 336-5230
Principal: John Haidemenos

The service will be provided each day school is in session during the hours of 7:00 a.m.– 9:00 a.m. and 3:00 p.m. to 6:00 p.m. This service, at present, is scheduled for students in grades K – 6 only. The School Department reserves the right to expand the program to additional grade levels.

The successful vendor will also, provide a Summer Program and offer services during Seekonk Public Schools' official seasonal breaks and no-school days.

Bid Specifications

1. The bidder must be licensed in the Commonwealth of Massachusetts and by the Massachusetts Office for Children.
2. All state and local regulations and guidelines must be followed.
3. All of the vendor's staff assigned to work in Seekonk Public Schools are subject to Criminal Offender Record Information (CORI) checks and the State Applicant Fingerprint Identification System (SAFIS), a fingerprint-based state and national criminal record check, M.G.L Chapter 77 of the Acts of 2013.
4. The bidder must comply with all insurance regulations required by the state and the Town of Seekonk, including workers compensation insurance. Appropriate insurance certificates must be provided to the School Department.
5. The bidder must complete each section of the attachments that are enclosed (additional information may be included to supplement each section). These will include but are not limited to: insurance information; vender qualifications, staff qualifications and training; financial agreement (fee structure) including tuition, registration fees, scholarships offered, and discounts offered; methods for monitoring quality; program description; policies and procedures for discipline; program philosophy; health and safety procedures; parent communication mechanisms; school communication mechanisms; other programs operation, locations and references; responsibilities of contracts; space requirements.
6. The vendor will staff each location with a site director with at least five (5) years of site director or equivalent experience.
7. The vendor agrees to pay Seekonk Public Schools an annual license fee of \$74,160, payable in twelve equal monthly installments of \$6,180.
8. The vendor will supply storage cabinets at each location with the number of cabinets and placement to be determined by the building principal.
9. The vendor will provide a telephone at each location.
10. The vendor will be permitted to communicate with parents through the school.
11. Each employee will be required to wear some form of district-sanctioned identification at all times.
12. The provider must be able to clearly identify and regularly implement safety and security procedures with fidelity.

13. To be considered, the vendor must satisfy all the qualifications described above, and the successful vendor will be selected based on the cost of the program to parents for before and after school services, based on five days per week utilization.

Attachment 1

Please complete each section (additional information may be attached)

1. Program Philosophy:

2. Vendor Qualifications:

3. Staff Qualifications and Training:

4. Program Description:

5. Methods for Monitoring Quality:

6. Health and Safety Procedures:

7. Policies and Procedures for Discipline:

8. Parent Communications:

9. School Communications:

10. Other Program Operations: (References)

11. Insurance Coverages:

12. Space Requirements:

13. Other Responsibilities of the Contractor:

The Seekonk Public Schools strives to provide a safe, respectful, and supportive learning environment in which all students can thrive and succeed in its schools. The Seekonk Public Schools prohibits discrimination on the basis of race, color, sex, gender identity, religion, national origin, or sexual orientation and ensures that all students have equal rights of access and equal enjoyment of the opportunities, advantages, privileges, and courses of study.

Company: _____

Address: _____

Telephone: _____

Company Official: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATE OF NON-COLLUSION

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

Name of Person Signing Bid or Proposal

Name of Business

Date

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes.

Signature of person submitting bid or proposal

Name of Business

Before and After School Child Care
Seekonk Public Schools
FY 2022

**LICENSE AGREEMENT BETWEEN
SEEKONK PUBLIC SCHOOLS
And**

AGREEMENT

Made as of the _____ day of _____ in the year of Two Thousand and Twenty One

BETWEEN the School District: Seekonk Public Schools
 25 Water Lane
 Seekonk, MA 02771

and the Contractor:

To Provide Before and After School Child Care for
one (1) year period commencing
_____, 2021 and ending _____, 2022

LICENSE AGREEMENT

It is hereby agreed by and between the Seekonk Public Schools, 25 Water Lane, Seekonk, MA 02771 (hereinafter the “Seekonk Public Schools”) and _____(hereinafter designated “the Provider of Before and After School Child Care”), as follows:

1. Pursuant to M.G.L. c.30B, the Seekonk Public Schools solicited proposals for a child care agency licensed or certified by the Massachusetts Office for Children for before and after school child care needs as are incorporated herein by reference. _____submitted the successful proposal (the “Proposal”), which is incorporated herein by reference.
2. All state and local regulations and guidelines must be followed.
3. All of the Provider of Before and After School Child Care staff assigned to work in Seekonk Public Schools are subject to Criminal Offender Record Information (CORI) checks and the State Applicant Fingerprint Identification System (SAFIS), a fingerprint-based state and national criminal record check, M.G.L. c.77 of the Acts of 2013.
4. The provider must be able to clearly identify and regularly implement safety and security procedures with fidelity.
5. The Provider of Before and After School Child Care must comply with all insurance regulations required by the state and the Town of Seekonk.
6. The Provider of Before and After School Child Care will supply storage cabinet at each location with the number of cabinets and their placement to be determined by the building principal.
7. Each employee will be required to wear some form of district-sanctioned identification at all times.
8. The Provider of Before and After School Child Care will provide a telephone at each location.
9. The Provider of Before and After School Child Care will be permitted to communicate with parents through the school.
10. The Provider of Before and After School Child Care will provide all of the services, programs, provisions, and requirements as outlined in the Proposal.

The Seekonk Public Schools hereby awards the Provider of Before and After School Child Care Program to _____. The program will be conducted at Mildred Aitken Elementary School and George R. Martin Elementary School (“the Premises”). The service will be provided each day school is in session during the hours of 7:00 a.m. – 9:00

a.m. and 3:00 p.m. to 6:00 p.m. Additional non-school program time will be provided per Proposal. This service, at present, is scheduled for students in grades K – 6 only. Seekonk Public Schools reserves the right to expand the program to additional grade levels.

The Provider of Before and After School Child Care is, and shall remain at all times, an independent contractor with exclusive control of the Program and not an agent, servant, or employee of Seekonk Public Schools. The Provider of Before and After School Child Care' engagement with Seekonk Public Schools is limited solely to the operation of the Program. Neither party has the authority to act in any capacity on behalf of the other party.

11. The Seekonk Public Schools agrees to allow the Provider of Before and After School Child Care non-exclusive right to utilize the space or spaces in the Premises to operate this program as outlined in the Proposal. The Seekonk Public Schools shall have the right of access to and entry upon all portions of the Premises with reasonable notice and at reasonable times. In the event of an emergency, the Seekonk Public Schools shall give such notice of such entry as is reasonable under the circumstances.

The Provider of Before and After School Child Care shall have the non-exclusive right to utilize use the Premises, together with rights of access thereto, and such right shall include the use of parking areas available to the Premises now, at the time of the signing of the Provider of Before and After School Child Care Agreement, or at any time in the future during the term of this Agreement.

The parties acknowledge that the Premises will be utilized for the purpose of providing before and after school child care.

The parties acknowledge that the Provider of Before and After School Child Care's use is not expected to unreasonably interfere or conflict with use of the remaining Premises for school or community events held at the Premises, including the Seekonk Public Schools' use throughout the calendar year. If the Seekonk Public Schools' Business Office anticipates such unreasonable interference, the Seekonk Public Schools shall inform the Provider of Before and After School Child Care of the same in writing, and both parties agree to utilize good faith and best efforts to resolve the period of such interference/conflict.

Nothing herein, however, shall guarantee any use of the Premises. If school is cancelled due to weather or there are other reasons necessary to close school, then the Seekonk Public Schools will notify the Provider of Before and After School Child Care if any of the facilities will not be available during this time. The Seekonk Public Schools will notify the Provider of Before and After School Child Care by e-mailing and calling the Provider of Before and After School Child Care's cell phones.

12. The contract is to provide before and after school child care at the Premises, beginning _____, 2021. This agreement will be for a one-year period with options to renew for two successive years at the sole discretion of the Seekonk Public Schools. The

Seekonk Public Schools will inform the Provider of Before and After School Child Care by May 30, 2022 if it intends to extend the agreement for the 2022-2023 school year and by May 31, 2023 if it intends to extend the agreement for the 2023-2024 school year. This Agreement invests no property interests or contractual rights in the Provider of Before and After School Child Care.

13. The Provider of Before and After School Child Care will pay to the Seekonk Public Schools an annual license fee of seventy-two thousand dollars and no cents (\$74,160), payable in twelve equal monthly installments on the first of the month of six thousand dollars and no cents (\$6,180).
14. The Provider of Before and After School Child Care shall ensure as follows: (1) that the Provider of Before and After School Child Care's use of the Premises is safe and reasonable; (2) that Provider of Before and After School Child Care shall not conduct any unlawful activity on or near the Premises and shall not allow any of its licensees to engage in any unlawful activity on or near the Premises; (3) that the Premises are reasonably maintained; and (4) that Seekonk Public Schools is immediately notified of any necessary repairs to the Premises. The Provider of Before and After School Child Care also agrees as follows: (1) to keep the Premises clean and neat; and (2) to ensure that the cleanliness of the Premises complies with applicable federal, state, and local health standards. The Seekonk Public Schools shall supply the Premises with heating fuel, electricity and water and sewer service and the providing of those services shall not be measured separately, but shall be included with the rental fee.
15. The Seekonk Public Schools shall be responsible for the proper maintenance and upkeep of buildings, facilities and grounds of the Premises, including but not limited to daily custodial work, snow plowing, and routine maintenance and repairs. The Seekonk Public Schools shall be responsible for all capital improvements. No capital improvements or modifications or changes to the Premises shall be made by the Provider of Before and After School Child Care. The decisions regarding whether improvements, repairs, alterations, restorations, constructions, and/or reconstructions should be made to the Premises lie solely with the Seekonk Public Schools, which, at all times retains sole ownership and ultimate control thereof.

At no time shall the Provider of Before and After School Child Care be responsible for natural or environmental hazards discovered on or in the Premises regardless of their location or origin, unless said hazards are caused by the specific act or omission or the Provider of Before and After School Child Care or its boards, commissions, committee's officers, employees, agents or representatives.

The Premises shall be in "broom clean" condition at the time of the execution of this Agreement, excepting any furnishings or items, which the parties have mutually agreed, shall remain on the Premises. Any such items remaining shall become the property of the Provider of Before and After School Child Care who shall permanently retain ownership

rights to the personal property including the right to alter its appearance or dispose of said property.

16. Except as provided in Paragraph 6 above, at the expiration of the Agreement, the Provider of Before and After School Child Care shall deliver the Premises to the Seekonk Public Schools in at least the same condition as received, reasonable wear and tear accepted.
17. The Provider of Before and After School Child Care shall be liable for all costs associated with all repairs due to the negligence or vandalism of its employees, officers, agents, representatives, students under the Provider's care, or invitees. Such repairs may be made by the Seekonk Public Schools, but entirely at the expense of the Provider of Before and After School Child Care.
18. The Provider of Before and After School Child Care agrees to indemnify and hold harmless the Seekonk Public Schools, the Seekonk School Committee, and the Town of Seekonk, their boards, commissions, committees, officers, employees, agents and representatives, against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct of or management about the Premises, or from any accident in or on the Premises, and shall further indemnify and save the Seekonk Public Schools, the Seekonk School Committee and the Town of Seekonk harmless against and from any and all claims arising from any breach or default on the part of the Provider of Before and After School Child Care in the performance of any covenant or agreement on the part of the Provider of Before and After School Child Care to be performed pursuant to the terms of this Agreement, or arising from any act or omission of the Provider of Before and After School Child Care or any of its agents, contractors, servants, employees or licensees and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon; and in case any action or proceeding be brought against the Seekonk Public Schools, the Town of Seekonk, or the Seekonk School Committee by reason of such claim, the Provider of Before and After School Child Care, upon notice from the Seekonk Public Schools, agrees to defend at the Provider of Before and After School Child Care expense, such action or proceeding by counsel reasonably satisfactory to the Seekonk Public Schools.
19. Nothing in this Agreement shall release the Seekonk Public Schools from liability for damage or injury to persons or property caused by the negligent act or omission of the Seekonk Public Schools' boards, commissions, committees, officers, or employees, subject to the provisions of this Agreement.
20. The Provider of Before and After School Child Care shall take out and maintain during the term of this Agreement and any extension or renewal thereof following insurance in companies and forms acceptable to the Seekonk Public Schools and in adequate amounts as shall protect it, performing under this Agreement and the Seekonk Public Schools and its boards, commissions, committees, employees, agents, officers, officials, and assigns from all claims and liability for damage, which may arise from operations under this Agreement.

Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- A. Worker's Compensation Insurance: as required by the laws of Massachusetts.
- B. Commercial General Liability Insurance: Written on an occurrence basis – including personal injury liability coverage, products – completed operations coverage, premises operations liability coverage, not less than \$1,500,000 per occurrence and \$5,000,000 aggregate limit. Extraterritorial and guest clause shall be included.
- C. The Seekonk Public Schools, the Seekonk School Committee, and the Town of Seekonk shall be named as additional insureds on each such policy of Commercial General Liability Insurance.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

Provider shall give at least thirty (30) days written notice to the Seekonk Public Schools prior to cancellation or material amendment of such policies.

Certificates evidencing such insurance shall be furnished to the Seekonk Public Schools at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement.

The Provider of Before and After School Child Care shall also be required to provide as proof of coverage to the Seekonk Public Schools, the Seekonk School Committee, and the Town of Seekonk endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that they are named as additional insureds on each policy.

21. If the Provider of Before and After School Child Care shall breach any provision of this Agreement regarding the payment of rent, which breach is not cured within thirty (30) days of written notice thereof from the Seekonk Public Schools of the Provider of Before and After School Child Care, the Seekonk Public Schools shall have the right to terminate this Agreement upon written notice to the Provider of Before and After School Child Care.

Subject to the second sentence of this paragraph, if either party breaches any provisions of this Agreement other than a provision regarding payment of rent, which breach is not cured within thirty (30) days after written notice thereof from the non-breaching party, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party. If either party breaches any provision of this Agreement other than a provision regarding payment of rent, and if such breach is of a nature that the breaching

party cannot reasonably cure said breach within such thirty (30) day period, the non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party in the event that the breaching party shall fail to promptly commence to cure such breach, or if the breaching party shall fail to diligently prosecute such cure to completion. In addition to any remedies available to the non-breaching party at law or in equity for such default, the non-breaching party may at its option cease performing any of its obligations in this Agreement until such breach has been cured.

If any assignment shall be made by the Provider of Before and After School Child Care or by any guarantor of the Provider of Before and After School Child Care for the benefit of creditors, or if a petition is filed by the Provider of Before and After School Child Care or by any guarantor of the Provider of Before and After School Child Care for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Provider of Before and After School Child Care and such involuntary petition is not discharged within ninety (90) days thereafter, the Seekonk Public Schools may terminate this Agreement upon written notice to the Provider of Before and After School Child Care.

The Agreement is subject to the continued sole consent of the Seekonk Public Schools. The Seekonk Public Schools and the Provider of Before and After School Child Care may terminate the agreement upon ninety (90) days' notice.

22. All equipment installed by the Provider of Before and After School Child Care in the Premises at its expense shall remain the Provider of Before and After School Child Care's property, and all or any part thereof may be removed by the Provider of Before and After School Child Care at the Provider of Before and After School Child Care's option, at the expiration or earlier termination of this Agreement, provided the Provider of Before and After School Child Care at its expense shall repair any damage caused by such removal.
23. Any notice to the Seekonk Public Schools or to the Provider of Before and After School Child Care shall be given in writing and shall be deemed duly served if hand-delivered or if mailed, postage prepaid, by registered mail or certified mail, return receipt requested, addressed, if to the Seekonk Public Schools, to the Office of the Superintendent, 25 Water Lane, Seekonk, MA 02771, with a copy to Felicia Vasudevan, Esq. Counsel, Murphy, Hesse, Toomey & Lehane, LLP, 300 Crown Colony Drive, Suite 410, Quincy, MA 02169, and if to the Provider of Before and After School Child Care, to _____ OR to such other place as either party may designate by written notice to the other party.
24. The failure of either party to insist upon the strict performance of any provisions of the Agreement shall not constitute a waiver of compliance with the remaining provisions of this Agreement.

25. This Agreement may be modified or amended only by written consent of the Seekonk Public Schools and the Provider of Before and After School Child Care.
26. The Provider of Before and After School Child Care shall not assign or sublet any portion of the Premises, without the prior written consent of the Seekonk Public Schools.
27. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the heirs, assigns and successors in interest of the parties.
28. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
29. This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts. Any action at law or suit in equity instituted by the Provider of Before and After School Child Care as a result of the performance, non-performance or alleged breach of this Agreement shall be field in the Superior Court of the Commonwealth of Massachusetts for Bristol County, MA, and in no other court or jurisdiction.
30. The Provider of Before and After School Child Care hereby acknowledges that it has not been influenced to enter into this Agreement, nor has the Provider of Before and After School Child Care or the Seekonk Public Schools relied upon any warranties or representations not set forth in this Agreement, including the Seekonk Public Schools' Request for Proposals or the Provider of Before and After School Child Care's Response thereto.
31. By entering into this Agreement, the Provider of Before and After School Child Care hereby certifies pursuant to M.G.L. c. 62C, §49A, that it is in compliance with all laws of the Commonwealth pertaining to taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.
32. By entering into this Agreement, the Provider of Before and After School Child Care acknowledges that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Provider of Before and After School Child Care with respect to its performance under this Agreement. The Provider of Before and After School Child Care and its officers, employees, agents, contractors, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
33. By entering into this Agreement, the Provider of Before and After School Child Care hereby certifies that, pursuant to M.G.L. c.7, §40J, it shall make any required disclosure of beneficial interest in real property.

34. In the event that any alterations to the Premises are required by any governmental body in order to comply with the Americans with Disability Act (ADA), it is the specific agreement of the parties here that the Provider of Before and After School Child Care shall not be responsible for said alterations.
35. The Provider of Before and After School Child Care shall be responsible for any tax assessed by the Town of Seekonk under M.G.L. C59 §2B.
36. The Provider of Before and After School Child Care shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Provider of Before and After School Child Care shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

[The remainder of this page is left intentionally blank]

EXECUTED as a sealed instrument in duplicate copies as of _____, 2021.

(Name of the Provider of Before and After School Child Care)

By:

Signature

Printed Name of Individual authorized to sign

Printed Title

Dated

The Seekonk Public Schools

By:

Signature

Kim Sluter
Printed Name of Individual authorized to sign

Chairman, Seekonk School Committee
Printed Title

Dated