



**PUBLIC CHARTER SCHOOLS**

**REQUEST FOR PROPOSALS**

**LICENSE OF SPACE  
FOR  
THE OPERATION OF ON-SITE DAYCARE SERVICES**

**Locations:**

**20 Wheeler Street, Lynn MA 01902**

**37 Babson Street, Boston, MA 02126**

**Date Issued:**

**Due Date for Responses:** 5/24/21. Applications will be accepted no later than 4:00PM EST, at 37 Babson St, Boston MA or can be submitted electronically to [etaylor@kippma.org](mailto:etaylor@kippma.org).

**LATE PROPOSALS WILL NOT BE ACCEPTED**

Emily Taylor  
Chief Operating Officer  
203-214-6304  
[etaylor@kippma.org](mailto:etaylor@kippma.org)



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**REQUEST FOR PROPOSALS**  
**LICENSE OF SPACE FOR THE OPERATION OF ON-SITE DAYCARE SERVICES**

**SECTION 1: INTRODUCTION**

**1.1 Introduction**

KIPP Academy Boston Public Charter School and KIPP Academy Lynn Public Charter School (collectively, “KIPP”), acting by and through its Board of Trustees, is issuing this Request for Proposals (“RFP”) to invite proposals from daycare providers to enter into a license for the use of space at one or both of KIPP’s facilities located at 37 Babson Street, Boston, MA 02126 and 20 Wheeler Street, Lynn, MA 01902 (together, the “Covered Facilities”). The use of such space shall be limited to the operation of on-site daycare services to be provided to KIPP employees and the public, with an enrollment preference being given to the children of KIPP faculty and staff.

**1.2 About KIPP**

KIPP is part of a network of college preparatory, public charter schools educating students across grades K-12 in Lynn and grades K-8 in Boston. Comprised of two elementary, two middle, and one high school, KIPP has a 15-year track record of preparing students in educationally underserved communities for success in college and life. Our schools are part of the free public school system and enrollment is open to all students.

Our campuses are currently located at:

- **20 Wheeler St, Lynn MA 01902.** KIPP Academy Lynn Collegiate serves over 480 students within a grade span of 9 - 12. This campus also serves our Regional Office, composed of 30+ staff members.
- **90 High Rock St, Lynn MA 01902.** KIPP Academy Lynn Elementary and Middle serves over 1,100 students within a grade span of K2 - 8.
- **37 Babson St, Boston MA 02126.** KIPP Academy Boston Elementary and Middle serves over 550 students within a grade span of K2 - 8.

**1.3 Schedule of Events**

The schedule of events set out herein represents KIPP's schedule that will be followed. KIPP reserves the right to adjust the proposed dates on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	5/10/21	
Tours for Vendors Provided (must contact <a href="mailto:etaylor@kipppma.org">etaylor@kipppma.org</a> to schedule formally)	5/12/21	
Deadline for written questions sent to the Point of Contact	5/14/21	4PM, EST
Deadline for response to written questions from Point of Contact	5/18/21	
Proposal Due	5/24/21	4PM, EST
Final Evaluation (on or around)	5/31/21	
Notice of Intent to Award	6/4/21	
Contractor begins work (on or around)	8/1/21	

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## SECTION 2: GENERAL INFORMATION & INSTRUCTIONS

### 2.1 Proposal Submission Guidelines

The information provided herein is intended to assist vendors in the preparation of the response to this request for proposals. The RFP is designed to provide interested vendors with sufficient basic information to submit quotes meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. Vendors must provide all information and documents necessary to demonstrate their ability to meet the requirements set forth in this RFP. Vendors are also encouraged to expand upon the specifications set forth herein to demonstrate their ability to meet the needs of KIPP and establish any special offers or considerations offered or available to KIPP.

Contractors shall submit an electronic copy of the following documents via email with a subject **"Request for Proposals – On-Site Daycare"** based on the schedule to our Point of Contact, Emily Taylor, at:

Emily Taylor  
[etaylor@kippma.org](mailto:etaylor@kippma.org)  
Chief Operating Officer  
90 High Rock Street, Lynn MA 01902

Responses received after 4:00 PM EST on Wednesday, 5/26/21 will not be considered.

All submitted proposals shall include:

1. **Bid Forms:** Vendor shall review and complete the attached bid forms.
2. **Profile and Experience:** Vendor shall provide company's experience in providing daycare services.
3. **Payment for License:** Vendor shall submit a proposal that includes the maximum amount the vendor is willing to pay for a license to use space at the Covered Facilities for the purpose of providing on-site daycare services.
4. **Minimum Number of Children to be Served:** Vendor shall submit a proposal that sets forth the minimum number of children who would be served.
5. **Supplemental Documentation:** Provide any additional documentation or information that you feel would help us better understand your ability to provide excellent on-site daycare services for KIPP.

All proposals should be submitted via email to [etaylor@kippma.org](mailto:etaylor@kippma.org) or mailed/hand-delivered to KIPP and received by 4:00PM on **5/24/21**.

### 2.2 Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Point of Contact at [etaylor@kippma.org](mailto:etaylor@kippma.org). Questions other than those submitted in writing will not be accepted. Only written responses will be binding. Questions should include **"Request for Proposals – License of Space for the Operation of On-Site Daycare Services"** in the subject line to ensure that we identify the email as relating to this RFP.

### 2.3 Proposal Evaluation

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KIPP reserves the right to reject any and all proposals received as a result of this RFP in its sole discretion. Nothing in this RFP shall be construed as requiring or obligating KIPP to enter into a contract with any party, and KIPP reserves the right to reject any and all RFP responses or award any contract as it deems appropriate. The selected proposal will be the most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in this RFP. Specific evaluation criteria include, but are not limited to:

- Ability to meet required and desired contract specifications, including terms and conditions.
- License fee amount.
- Which proposal or combination of proposals permits KIPP to make daycare facilities available to its faculty and staff at both of the Covered Facilities.
- Experience providing similar types of on-site daycare and/or daycare for school employees, and one reference attesting to the quality of daycare programming provided.
- Vendor's past relationship, if any, with KIPP or other charter schools.

#### **2.4 Failing to Comply with Submission Instructions**

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. By submitting a proposal, the vendor agrees and assumes that the specifications are understood and are adequate, and the vendor accepts the terms and conditions herein. Any exception must be noted in the vendor's response.

## **SECTION 3: SPECIFICATIONS AND REQUIREMENTS**

### **3.1 Contractor Information**

The vendor will provide the company name, company address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.

### **3.2 Limitations**

***This Request for Proposals is subject to the specific limitations stated below:***

1. This RFP does not represent any obligation or agreement whatsoever on the part of KIPP. Selection of one or more vendors will not create any rights on the vendor's part, including, without limitation, rights of enforcement, equity or reimbursement, until a license is executed by KIPP.
2. The execution of a license for the use of space for the operation of daycare services is contingent upon KIPP's ability to obtain all necessary approvals related to the use of space at the Covered Facilities for the operation of a daycare facility. Such approvals include:
  - a. Local zoning approval;
  - b. Approval from KIPP's lender(s);
  - c. Bond issuer approval; and
  - d. Bond counsel approval.

KIPP shall have no obligation to enter into a license with any proposer if KIPP fails to obtain the proper zoning and/or other approvals to the extent necessary to use and operate the property for KIPP's intended purposes.

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## **SECTION 4: SCOPE AND MANDATORY LICENSE TERMS**

### **4.1 Scope - Restriction on Use of Space**

The successful vendor(s) must use the licensed space(s) to provide full-day daycare, with an enrollment preference given to children of KIPP faculty and staff, at the Covered Facilities. Full-day day care services will be required for a length of 10 hours on-site, five days per week operating 52 weeks per year.

KIPP will not be responsible for payment of the daycare services contemplated in this RFP. The successful vendor will bill parents of children enrolled in its program directly. If the number of children enrolled on a preferential basis is below the number permitted to be enrolled at the Covered Facilities, the vendor may enroll children who are not children of KIPP faculty or staff.

### **4.2 Mandatory License Terms**

Any licenses awarded pursuant to this RFP shall be subject to the following terms:

1. The term of the license shall be for one year, from 8/1/21 to 7/30/22.
2. The license shall be renewable by mutual consent of KIPP and the vendor.
3. Use of licensed property shall be limited to use for operation of a daycare facility, with an enrollment preference granted to the children of KIPP faculty and staff. The enrollment preference shall apply to initial enrollment, but also any admissions from a waitlist.
4. The vendor shall obtain and maintain licensure from the Commonwealth of Massachusetts, Department of Early Education and Care, to operate a childcare facility in the licensed space.
5. The vendor shall pay license fees for the use of space to KIPP on an annual basis, payments being due on August 1, 2021.
6. KIPP shall be responsible for payment of utilities.
7. KIPP shall be responsible for all maintenance, cleaning, rubbish disposal and snow removal at each of the Covered Facilities.
8. The vendor will comply with all state and federal laws and regulations relating to the operation of a childcare program, including such laws and regulations relating to Criminal Offender Record Information (CORI) and other background record checks, including without limitation 606 C.M.R. 1400 et seq. The vendor also shall comply with KIPP's policies and procedures relating to CORI and conduct on the premises. KIPP shall have the right to independently screen, through CORI and other background checks, all of the vendor's on-site employees or contractors, and to restrict any individuals from providing such services as a result of CORI or a violation of its policies and procedures, including misconduct at the premises.
9. The vendor will be responsible for all costs associated with providing daycare services, including all costs associated with supplies and maintaining an adequate number of appropriately trained staff.

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10. The license shall be non-transferrable and shall not be sublicensed, assigned or otherwise transferred by the vendor.
  11. If either party fails to meet or fulfill the terms and provisions of the license, the party claiming such failure may, at its option, give written notice of the breach claimed to the other party. If within fifteen (15) days from receipt of such notice, such failure has not been corrected or arrangements made for settlement, the claiming party may terminate the license fifteen (15) days after giving written notice of termination to the breaching party. The right is reserved to cancel the contract at the option of KIPP due to lack of funding or if the vendor's performance/service has been unsatisfactory. Unsatisfactory performance/service will be substantiated by written records of recurring problems. Any cancellation as described herein will be not considered a breach of contract and will not be subject to penalty payments.
  12. No activity shall be permitted that would constitute a violation of the State Conflict of Interest Law, G.L. c. 268A.
  13. The vendor shall be required to provide a certification of tax compliance as required by G.L. c. 62C, s. 49A.

## **SECTION 5: TERMS AND CONDITIONS**

### **5.1 Incurred Costs**

KIPP is not liable for any costs incurred by the vendor in the preparation and production of a bid/proposal or for any work performed prior to the issuance of a contract.

### **5.2 Selection of Contractor – Disclosures**

Any selected vendor(s) will be required to submit a certificate of tax compliance, as required by G.L. c. 62C, § 49A (see APPENDIX B).

### **5.3 Rejection of Proposals; Right to Waive Immaterial Deviation**

KIPP reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of KIPP. It is also within the right of KIPP to reject proposals that do not contain all elements and information requested in this RFP. A proposal will be rejected if the proposal contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by KIPP on a case-by-case basis.

### **5.4 Contractual Relationship**

Nothing herein shall be construed as creating the relationship of employer or employee between KIPP and the vendor or between KIPP and the vendor's employees. KIPP shall not be subject to any obligations or liabilities of the vendors or its employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the vendor nor its employees shall be entitled to any of the benefits established for KIPP employees, nor will be covered by KIPP Academy MA's Workers' Compensation Program.

### **5.5 Modifications**

Any license or contract between the vendor and KIPP may only be modified by a written agreement signed by both parties or their duly authorized agents.

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## **5.6 Insurance**

The vendor will carry and maintain Workers' Compensation, General Liability, and Fidelity Bonding insurance. Proof of such will be furnished to KIPP as requested.

## **5.7 Intellectual Property**

Vendor acknowledges that, in connection with this project, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to KIPP. For purposes of this project, "Confidential Information" shall include but not be limited to:

1. Information relating to KIPP's financial, regulatory, personnel, or operational matters.
2. Information relating to KIPP's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
3. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs.
4. Contracts, product plans, sales and marketing plans, and business plans.
5. All information not generally known outside of KIPP's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from KIPP or its agents.
6. The term "Confidential Information" does not include the following:
  - a. Information available to the public through no wrongful act of the receiving party.
  - b. Information that has been published.
  - c. Information required in response to subpoena, court order, court ruling, or by law.

Vendor agrees that it will not, at any time during or after termination of any contract between the vendor and KIPP, use or disclose any confidential information or trade secrets of KIPP to any person or entity for any purpose whatsoever without the prior written consent of KIPP, unless and except as otherwise required by applicable federal or state law, including but not limited to the Massachusetts Public Record Law. Vendor agrees to release to KIPP all records and supporting documentation related to the services provided under any contract between the vendor and KIPP upon completion of the services and/or termination of the contract.

## **5.8 Advertising**

The vendor shall not advertise or publish, without the prior consent of KIPP, the fact that KIPP has entered into a contract with the vendor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

## **5.9 Proprietary Information / Public Disclosure**

Submitted materials become the property of KIPP and will not be returned. Submitted responses constitute public records which are subject to review and copying by a person making an appropriate request for public record. All received responses shall remain confidential until the award of contract recommendation has been filed. Any information in the response the vendor desires to claim as proprietary and exempt from disclosure under provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Making the entire response exempt from disclosure will not be honored. KIPP does not guarantee that any information or document marked Confidential will be protected from disclosure. KIPP, as a public agency, must comply with all related laws regarding public records. Any information provided to



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KIPP may be subject to public disclosure despite claims of confidentiality or requests made for non-disclosure.

#### **5.10 Security**

The campus is a drug-free, alcohol-free, and smoke-free workplace. KIPP reserves the right to request the removal of any vendor employee from campus, at will, and to bar individuals deemed to be a threat to the community from campus. The vendor must agree to comply with the request. Vendor shall be responsible for all keys issued to the vendor or the vendor's employees. No unauthorized person or persons shall accompany vendor's personnel conducting work under this contract.

#### **5.11 No Waiver of Immunity**

Notwithstanding anything to the contrary in this request, the vendor acknowledges, stipulates, and agrees that nothing in this request shall be construed as a waiver of any defense available to KIPP, including but not limited to any statutory or governmental immunity available to KIPP under applicable law.

#### **5.12 Equal Opportunity**

KIPP is an equal opportunity employer. It is the policy of KIPP to offer equal educational and employment opportunities to all persons without discrimination on the basis of race, color, religion, sex, age, sexual orientation, national origin, disability or veteran status.

#### **5.13 Sexual Harassment**

KIPP is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and work climate. Failure of the vendor, its employees, and/or subcontractors to comply with KIPP's policy regarding sexual harassment could result in termination of this contract without advance notice.

#### **5.14 Smoking Policy**

The vendor must comply with KIPP's non-smoking policy. Smoking is not permitted on campus. The vendor shall be responsible for the implementation and enforcement of this requirement with respect to its employees and subcontractors.

#### **5.15 Work Permission Requirement**

The vendor agrees and acknowledges that its employees and agents, as well as any subcontractor or subcontractors' personnel or employees, working on the contract must be a citizen of the United States, or must be lawfully admitted for residence and be permitted to work in the United States under the immigration and naturalization Act 8 U.S.C. 101, et seq.

#### **5.16 Revisions to the RFP**

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided on KIPP's website at: <http://kippma.org/news/>. If a vendor discovers any errors, discrepancies or omissions in the RFP specifications, the vendor must notify the District in writing on or before May 14, 2021 which will be addressed through a written addenda. All interested vendors are responsible for periodically reviewing KIPP's website to locate any addenda to the RFP. Any addenda issued by KIPP will be fully incorporated into the RFP and therefore must be reflected and incorporated into all responses.

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**5.17 Undue Influence**

In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendations related to the vendor's response, directly or indirectly, through any contact with KIPP board members or other KIPP officials from the date this solicitation is released until the award of a contract by KIPP.

**5.18 Indemnification**

The vendor shall indemnify, defend and hold harmless KIPP, its officers, agents and employees from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of the vendor, its officers, agents or employees, in the performance of contract, so long as the sole negligence of KIPP is not the cause of the loss, claim, damage expense or cost.

**5.19 Gratuities**

KIPP may, by written notice to the vendor, cancel any agreement between the vendor and KIPP without liability to KIPP if it is determined by KIPP that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of KIPP with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event a contract is cancelled by KIPP pursuant to this provision, KIPP shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the vendor in providing such gratuities.

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## BID FORM 1: PROPOSAL SUBMISSION SHEET

*This form must be returned, properly executed, along with one reference and any additional materials. Please use this form as the cover sheet for your bid proposal.*

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

I, \_\_\_\_\_, a duly authorized representative of the bidding firm, agree to provide all goods and services included in this bid submittal in accordance with all applicable federal, state and local laws, regulations and ordinances, and further, to hold KIPP harmless should any judgement be rendered against our firm for violation(s) during the performance of this project. The undersigned does, by his/her signature, indicate he/she has read, understands, and will comply with all requirements and conditions of the specifications.

**Name (Please Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## **BID FORM 2: PAYMENT FOR LICENSE**

Vendor shall submit a proposal that includes the maximum amount the vendor is willing to pay for a license to use space at the Covered Facilities for the purpose of providing on-site daycare services.

Please list any and all costs the provider is willing to cover over the course of the contract, including licensing space.

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## **BID FORM 3: MINIMUM NUMBER OF CHILDREN TO BE SERVED**

**Minimum Number of Children to be Served:** Vendor shall submit a proposal that sets forth the minimum number of children who would be served.

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## BID FORM 4: VENDOR INFORMATION & REFERENCES

Number of years bidder has been in business under present business :

\_\_\_\_\_

Has bidder been involved in a Chapter 11 bankruptcy proceeding within the past ten years?  
Y/N

Has bidder ever failed to complete any work awarded? Y/N

Has bidder ever been involved in non-accident related litigation in the past five years? Y/N

Describe Below:

Has bidder ever been in any accidents where the result was loss of life? Y/N  
Describe Below:

List at least three (3) references with which you are currently contracting or have contracted within the past two years.

Reference Name: \_\_\_\_\_

Relationship to Bidder: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Relationship to Bidder: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

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Reference Name:\_\_\_\_\_

Relationship to Bidder:\_\_\_\_\_

Contact Phone:\_\_\_\_\_Contact Email:\_\_\_\_\_

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## **BID FORM 5: VENDOR TAX CERTIFICATE**

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have  
filed all state and federal tax returns and paid all state taxes required under the law.

VENDOR / COMPANY NAME:

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SIGNATURE OF AUTHORIZED COMPANY EMPLOYEE:

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NAME OF AUTHORIZED COMPANY EMPLOYEE:

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POSITION / TITLE OF AUTHORIZED COMPANY EMPLOYEE:

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FEDERAL IDENTIFICATION NUMBER (FEIN):

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## **BID FORM 6: CERTIFICATE OF NON-COLLUSION AND CERTIFICATE OF BONA FIDE BID**

As per Chapter 30B, Section 10, any person submitting a bid for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid, as follows: The undersigned certifies under the penalty of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

VENDOR / COMPANY NAME:

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SIGNATURE OF AUTHORIZED COMPANY EMPLOYEE:

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NAME OF AUTHORIZED COMPANY EMPLOYEE:

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POSITION / TITLE OF AUTHORIZED COMPANY EMPLOYEE:

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FEDERAL IDENTIFICATION NUMBER (FEIN):

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## BID FORM 7: ASSURANCE OF NON-DISCRIMINATION COMPLIANCE

Vendor does not subject employees or applicants for employment by this firm to discrimination on the

basis of race, color, national origin, handicap, age or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

VENDOR / COMPANY NAME:

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SIGNATURE OF AUTHORIZED COMPANY EMPLOYEE:

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NAME OF AUTHORIZED COMPANY EMPLOYEE:

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POSITION / TITLE OF AUTHORIZED COMPANY EMPLOYEE:

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FEDERAL IDENTIFICATION NUMBER (FEIN):

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## **BID FORM 8: ATTESTATION CLAUSE**

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful bidder shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR / COMPANY NAME:

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SIGNATURE OF AUTHORIZED COMPANY EMPLOYEE:

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NAME OF AUTHORIZED COMPANY EMPLOYEE:

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POSITION / TITLE OF AUTHORIZED COMPANY EMPLOYEE:

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FEDERAL IDENTIFICATION NUMBER (FEIN):

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## BID FORM 9: DEBARMENT OR SUSPENSION CERTIFICATE

KIPP Massachusetts is prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting this certificate, Vendor certifies that no suspension or debarment is in place, which would otherwise preclude Vendor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

VENDOR / COMPANY NAME:

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SIGNATURE OF AUTHORIZED COMPANY EMPLOYEE:

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NAME OF AUTHORIZED COMPANY EMPLOYEE:

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POSITION / TITLE OF AUTHORIZED COMPANY EMPLOYEE:

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## **BID FORM 10: CERTIFICATE OF INSURANCE**

As the successful bidder on this Contract, you must supply the District Public Charter School with a properly endorsed CERTIFICATE OF INSURANCE. Both the District Public Charter School and the Vendor shall be named as co-insured/additional insured and the District Public Charter School shall be named certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

- **WORKERS' COMPENSATION:** The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.
- **PUBLIC LIABILITY:** The contractor shall take out and maintain at all times during the life of this contract, motor vehicle and general liability insurance with a combined single limit (that includes both bodily injury and property damage) in the amount of TEN MILLION DOLLARS (\$10,000,000.00) where said insurance policy (or policies) shall protect from all claims for damages for personal injury, including accidental death, and from claims for damages for property damage which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him. The preceding limits may be obtained under a combination of primary liability and so called excess liability or umbrella insurance policies.

The policies shall contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the District Public Charter School which may arise by reason on any payments under this policy." The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) days' notice in writing to the District Public Charter School as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

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VENDOR / COMPANY NAME:

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SIGNATURE OF AUTHORIZED COMPANY EMPLOYEE:

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NAME OF AUTHORIZED COMPANY EMPLOYEE:

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POSITION / TITLE OF AUTHORIZED COMPANY EMPLOYEE:

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FEDERAL IDENTIFICATION NUMBER (FEIN):

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