



**ADMINISTRATION & FINANCE
PURCHASING DIVISION
CITY OF WORCESTER, MA
455 MAIN STREET
ROOM 201, CITY HALL
WORCESTER, MA 01608
(508) 799-1220**



**Christopher J. Gagliastro, MCPPO
Purchasing Agent**

**RFP NO. CR-6480-W5
ISSUANCE DATE: 12/4/2015**

BUYER: Christopher J. Gagliastro

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Property Lease – Chandler Elementary School Annex / WPS

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: The City of Worcester Public Schools (WPS) seeks to lease classroom and administrative space for additional space needed for Chandler Elementary School in accordance with the attached requirements & specifications of WPS.**
- 2. Proposals are due at the City of Worcester Purchasing Division, City Hall Room 201, 455 Main Street, Worcester, MA no later than 10:00 AM on January 27, 2016.**
- A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
- All terms and conditions are applicable to this proposal.
- A performance bond in the amount of NONE will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division and are to be in duplicate. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

6. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
7. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
8. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
9. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
10. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
11. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in

hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

12. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
13. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
14. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
15. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
16. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
17. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
18. A vendor conference will be held as follows: N/A
19. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
20. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$ 2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

21. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
22. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
23. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
24. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
25. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
26. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
27. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
28. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.

29. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.
30. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
31. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
32. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
33. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
34. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
35. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor,

and/or its subcontractors, performs as expected and promised by the Vendor.

36. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
37. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
38. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

39. Proposals must be submitted according to the instructions below:

A sealed package containing **the original and 5 copies** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Property Lease – Chandler Elementary School Annex / WPS

**455 Main Street, Room 201
Worcester, MA 01608**

Re: **RFP No. CR-6480-W5**

Proposals must be delivered no later than Wednesday, January 27, 2016 at 10:00 AM LOCAL TIME. Late submissions will be rejected, regardless of circumstances. The City of Worcester is not responsible for submittals not properly marked.

RFP results will be posted on the Purchasing Division website under the closed bids page.

RFP EVALUATION

40. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
41. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) **HIGHLY ADVANTAGEOUS** - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
 - 2) **ADVANTAGEOUS** - Vendor's submittal meets the stated requirements without risk or disadvantage.
 - 3) **NOT ADVANTAGEOUS** - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
 - 4) **UNACCEPTABLE** - Vendor's submittal fails to meet the standards of the stated requirements.
42. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

PROPOSER / ENTITY DISCLOSURE STATEMENT

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING RESPONDENT:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Email _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership, Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address _____ Zip Code _____

Email _____ Tel. No. _____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____ Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business _____

Street

P.O. Box

City/Town

State

Zip

Email: _____

Telephone No. _____

Place of Business in Massachusetts _____

Street

P.O. Box

City/Town

State

Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street

P.O. Box

City/Town

State

Zip

Place of Business in Massachusetts _____

Street

P.O. Box

City/Town

State

Zip

Telephone No. _____

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER

TITLE

DATE

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under 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 "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print)

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:

- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant
 Seller/Grantor Buyer/Grantee
 Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
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- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

I. REQUEST FOR PROPOSALS (CR-6480-W5)

Introduction and Summary of Needs

The City of Worcester Public Schools (WPS), invites proposals to lease classroom and administrative space for additional space needed for Chandler Elementary School, in accordance with the terms, conditions, and specifications described below.

The Request for Proposals (RFP) has been designed to provide for an open and competitive process for selecting lease space by informing all potential proposers of the requirements to have a submitted proposal considered; the procedure WPS will follow in evaluating proposals and selecting the most advantageous; the criteria for such evaluation and selection; and the expected terms and conditions of the lease agreement (including the tenant improvements and services to be provided by the landlord,) to be executed between the selected proposer and the WPS.

The Worcester Public Schools Chandler Elementary School will occupy the space(s) procured. The Chandler Elementary School will house approximately 300 students with appropriate staff to include administrative staff and teachers

Chandler Elementary School

Summary of Space Needs

This RFP provides bidders the options of proposing space to accommodate:

Classrooms	10	minimum 500sf each	Total 5,000sf
Administrative Office	2	minimum 300 sf each	Total 1,500 sf
Conference Room	1	minimum 450 sf each	Total 450 sf
Breakfast/Lunch Prep Room	1	minimum 500sf	Total 500 sf
Storage Rooms (custodial/ educational)	2	minimum 200 sf each	Total 400 sf

Bathroom boys (student) 1 urinal, 1 toilet (stall) and 1 sink

Bathroom girls (student) 2 toilets (stall) and 2 sinks

Restroom men (staff) 1

Restroom women (staff) 1

Adjacent outdoor play space or park suitable for 100 children

Dedicated Parking for 30 vehicles

Each bid for requested space may be submitted under one of the following options. The bidder must note which option, A or B, they choose.

Option A: Build out to the specifications outlined in the provisions of Sections IV, and V (below),

Option B: Partially reconfigure existing space to meet the Chandler Elementary School operational needs, meeting or providing acceptable alternatives to elements included in Section IV, V, and VI (below).

Determination of whether space in an alternative configuration meets the operational needs of the WPS will be solely determined by the WPS.

Chandler Elementary School

Location: Worcester, MA

Preferred Location: within one half (1/2) mile of 114 Chandler St. Worcester, MA 01609

Approximate Amount 10,000 square feet of usable space

Type of Space: Classroom and Administrative Office

Desired Occupancy Date: July 1, 2016

Hours of Operation: Normal operating hours will be 6:00AM – 5:00PM., Monday through Friday; however, the WPS reserves the option to operate during weeknight and weekend hours

Type of Agreement: Lease

Term: Three (3) Year lease with Two (2) year option at the sole discretion of the Worcester Public Schools

II. DEFINITIONS

City of Worcester, Public School Department: The City Department that will hold the lease (WPS).

Eligible Proposers: Owner(s) of record for a proposed property, brokers, or an authorized agent for the owner(s) of record; prospective building purchasers, provided that such purchasers must attach a copy of an executed purchase and sale agreement or option and a letter from the current building owner stating awareness of the proposal. Proposals must be submitted by a single ownership entity.

Usable Area: For the purposes of this Lease, the term “Usable Area” shall mean the square footage determined by measuring the entire floor area of the premises from the inside finish of the permanent outside building walls by the interior surfaces of corridor walls or other demising walls. Not included in Usable Area are common public areas such as elevator shafts, vestibules,

stair enclosures, elevator machine rooms, or other building mechanical and equipment areas, janitorial closets, loading platforms, restrooms, etc.

Parking: Parking spaces on leased property for use by WPS staff, students, and parents/guardians.

Accessible Parking: Parking spaces complying with all state and federal regulations, including those of the Massachusetts Architectural Access Board (MAAB) and American Disabilities Act (ADA).

II. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The WPS's objective is to lease the required space based on the needs outlined in this RFP, at the most advantageous price.

Comparative criteria will be used to decide the relative merits of all responsive and responsible proposers and proposals. Evaluation of proposals will be based primarily upon information provided in the proposals and obtained from site visits. Additional information will be obtained from references provided by the proposer, from other agencies, or individuals familiar with the proposed building and from other generally available and verifiable information.

Initial Review: The WPS will accept, for consideration only, those proposals which meet the submission requirements. Proposals not meeting requirements will be rejected. The WPS reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.

Site Visits: WPS staff will conduct site visits for all competitive, qualifying proposals, to verify the information provided in the proposals and to perform detailed evaluations of the proposed space. During the site visit, there must be a representative present at the site visit having the knowledge and authority to represent the proposer.

Evaluation of Qualifying Proposals: All qualifying proposals will be evaluated on the comparative criteria and compared to City policy stipulations for compliance. The proposer(s)/proposal(s) will be selected in accordance with the procedures established by this RFP. After the deadline for submission of proposals to the City of Worcester Purchasing Department, all proposals shall be reviewed for compliance with the City of Worcester's purchasing requirements and for the degree to which they satisfy the qualitative criteria and policy objectives as defined in this RFP. All proposals will be reviewed by the Chief Procurement Officer or his/her designee as well as a selection review committee comprised of representatives from the Worcester Public Schools. The WPS will make the final selection of a proposal.

Preparation of the Lease: After a proposal has been selected, the City will contact the selected Owner, or Owner's Representative, to finalize a lease. The terms of the lease must be consistent

with the terms outlined within the RFP and the selected proposal. The completed lease will incorporate the RFP Specifications for the premises, a renovation schedule for completion of the tenant improvements, if any, and the schematic drawing of the premises.

Design and Build-out of Tenant Improvements: Improvements are to commence when the landlord receives a copy of the fully executed lease with an agreed upon, finalized floor plan, attached as an exhibit. Following execution of the lease, it is the landlord's responsibility to deliver the premises to the WPS in conformity with the requirements of this RFP. This includes providing all technical and professional expertise (architectural, structural, mechanical, electrical, etc.), renovation plans prepared by licensed professionals (including final design layout), labor, materials, permits, a Certificate of Completion, and a Certificate of Occupancy. The landlord is responsible for the timeliness and quality of agreed-upon improvements necessary for the occupancy of the leased space.

During any necessary renovations, official communication regarding the project will be through the authorized WPS representative, as identified within the lease. Any changes to the design must be approved in writing by the WPS. Punch list items are to be completed within thirty (30) days of occupancy.

IV. MANDATORY REQUIREMENTS

Type of Agreement and Term:

Terms and conditions will be executed in the form of a lease. The WPS will pay the lease fee to the Lessor on a monthly basis per the executed lease agreement.

Term of lease is three (3) years. The WPS reserves the option to renew the lease for an additional two (2) years at its sole discretion. The determination as to whether to extend for a second term will be made within 180 days of the contract end date by the WPS. In all subsequent years (4-5) the lease cost may not increase by more than the federal Consumer Price Index percentage for the preceding year. This percentage will be determined from the United States Department of Labor – Bureau of Labor Statistics Consumer Price Index for the Boston-Brockton-Nashua area. Determination will be based on the percentage change for the previous 12-month period.

SPACE HAVE OCCUPANCY PERMIT NO LATER THAN, JULY 1, 2016.

Location

Search Area: The proposed leased premises must be located within one (1) mile of 114 Chandler St., Worcester, MA 01609

Neighborhood Characteristics: Characteristics of the surrounding area, including compatibility of adjacent uses, security for persons and property, and availability of basic services, amenities, access routes, and public transportation must meet the needs of the WPS.

Proposer Experience

Tenant List: Proposers must provide a list of all current commercial and public (i.e. government or other public agency) tenants, if any, renting at least 5,000 square feet from the proposer at buildings owned and managed by the proposer within the City of Worcester, and/or

within the Commonwealth of Massachusetts, including their names, addresses, and telephone numbers.

List of References: Proposers must provide three (3) references of current commercial and/or public (i.e. government or other public agency) entities with whom the proposer does business, including their names, addresses, and telephone numbers.

Building Enclosure, Systems, Common Areas, and Conditions

Enclosure: The proposed leased premises must comply with all applicable federal, state, and local code requirements. The WPS will not take occupancy of the space until all code deficiencies have been fully corrected. The proposer must certify that any and all hazardous substances within the building or property pose no threat or risk to public health, before WPS occupancy.

Emergency Lighting: In older buildings that are exempt from the requirements of the current Code, the landlord is to upgrade emergency lighting to comply with the current Massachusetts State Building Code for new construction within the leased premises and along all paths of egress. The landlord is to provide and install emergency lighting in all restrooms, including common area restrooms, regardless of Code.

Barrier-Free Access: The proposed building must be free of barriers preventing access to the proposed space by handicapped persons, or proposer must indicate in the proposal how such barriers would be removed (i.e., by installing elevators, ramps, lifts, etc.), in accordance with applicable state and federal regulations.

The facility must comply, or landlord must be willing to bring the facility into compliance, with all applicable laws and regulations relating to accessibility standards, including the Uniform Federal Accessibility Standards issued pursuant to Section 504 of the Rehabilitation Act of 1973 (UFAS), 28 C.F.R. §84.23, the Americans with Disabilities Act, and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto (ADAAG), 28 C.F.R. §35.151, and the U.S. Department of Justice 2010 Standards for State and Local Government Facilities.

Systems

Heating, Ventilation, Air Conditioning (HVAC):

HVAC systems must be fully automatic and capable of maintaining minimum winter temperatures of 68 degrees Fahrenheit and maximum summer temperatures of 78 degrees Fahrenheit throughout the leased premises.

Ventilation: Classrooms, office areas, restrooms, conference rooms, staff support areas, and special equipment rooms are to be ventilated in compliance with Code requirements. Ventilation equipment is to be installed and maintained in accordance with the manufacturer's recommendations.

Electrical Service: Electrical service must be, minimum, 200 AMPs to provide an electrical system which is complete, tested, and ready for operation. All electrical systems and wiring must be compliance with Massachusetts State Building Code.

Water/Plumbing: Water supply (hot/cold) into all restrooms.

Telephone/Data Wiring: The Worcester Public Schools must have access and space in lessor's MDF room in order to establish and maintain phone and network equipment.

Conduit space will be made available to the Worcester Public Schools to run telephone and network lines from the MDF to the lease classroom and office spaces.

If the successful proposal is in sight distance of a Worcester Public Schools facility, the district may deploy a building to building wireless solution. If line of sight does NOT exist, the lessor will allow the Worcester Public Schools to mount an external wireless antenna on the exterior of the lessor's building that does have the direct line of sight to a Worcester Public Schools facility. The successful proposal will provide Worcester Public Schools access to ceiling or conduit so the District may run a network line from the external antenna to the MDF or classroom space.

The Worcester Public Schools will deploy a wireless network to provide network connectivity to all computers. All access points will be either wall or ceiling mounted.

Life Safety Systems: The landlord is to provide and maintain fire protection equipment and materials including, but not limited to: fire doors, fire walls, fire stops, fire extinguishers, exit route diagrams, exit signs, fire escapes, alarm systems, emergency lighting (including such lighting in restrooms and along paths of egress), as required by applicable codes.

Conditions: Structure and Layout

Total Square Footage: Proposers must offer the amount of space in net usable square feet. The WPS reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the WPS's space needs. Preference will be given to proposals with a space variance within +/-10% from the Space Allocation Schedule.

Premises Drawings: The selected proposer must be able to promptly provide the City with three print copies (and one AutoCAD disk, if available) of accurate base drawings of the proposed premises, stamped by a registered engineer or architect.

V. MANDATORY LANDLORD SERVICES

The services described in this section are those which the landlord must provide under the terms of the lease agreement.

Utilities: The proposed rental rate must include (1) water and sewer services, (2) heating, ventilation, and air conditioning, (3) energy and fuel consumption, (4) all lighting, and (5) electricity for the WPS Chandler Elementary School equipment. Electrical panel must be rated, at least, 200AMP.

Climate Control: Temperature throughout the premises shall be maintained between 68 and 78 degrees Fahrenheit during working hours.

Maintenance and Snow Removal: The premises must be maintained in good repair and tenantable condition. The grounds are to be kept clean and free of litter and must receive proper landscaping care. All snow and ice are to be removed from all entrances, exits, sidewalks, and parking areas before 6:00AM. Salt and sand are to be used as necessary to ensure safety and must be completed before 6:00AM. All entrances, exits, sidewalks, and parking areas must be kept cleared during normal operating hours and for special events.

Building Security Access: Public Schools must have access to the premises 24 hours/7 days a week. Building security system must be provided.

Parking

Parking: A minimum of 30 dedicated parking spaces onsite

Accessible Parking: One (1) accessible spaces for the disabled available immediately outside the building

Custodial Services

Custodial services will be the responsibility of the Worcester Public Schools.

VI. LANDLORD IMPROVEMENTS

General Conditions

Infrastructure with comparable specifications that meet all required safety, code, and ADA requirements and all mandatory requirements specified in Sections IV and V may be considered and evaluated on an individual basis as part of the selection process.

Submittals: Before the completion of the final design phase, the landlord is to submit (if applicable) cuts, samples, and color swatches necessary to show the manufacturer's standard product line for any new finishes to the WPS for review, approval, and color selection during the final design phase. The submittals covered include floor, wall, ceiling, and architectural woodwork finishes and materials.

The landlord is to use low-volatile organic compounds (VOC) materials and materials with recycled content whenever feasible. Upon request, the landlord is to provide Material Safety Data Sheets for materials used in construction.

Standard Interior Door and Frame: Working doors with locks are to be furnished by the landlord for all offices and classroom space.

Tenant Entry Doors: All spaces in the Space Allocation Schedule require full height walls, doors, locks and sidelights

Locks: The landlord is to provide and install cylinder lockset using interchangeable core cylinders to allow immediate re-keying of lock, keyed to the WPS space master, at all storage and equipment rooms, tenant entry doors and individual office and classroom locations. The landlord is to furnish closers and panic bars as required by Massachusetts State Building Code (Code).

Agency Master: The landlord is to provide and install interchangeable core cylinders not keyed to the building master for areas specified by the Worcester Public Schools.

Floors: All classroom and assembly area floor finishes must be vinyl composite tile or carpet,

Signage: The landlord is to allow Worcester Public Schools to install an internal signage system that includes all room numbers and room names (i.e., conference, telecommunications, storage, computer, rest rooms, etc., to be finalized at build-out) with changeable inserts.

VII. PREFERRED SPECIFICATIONS

Search Area/Accessibility: Preference may be given to a location within one-half (1/2) mile of 114 Chandler St., Worcester, MA 01609 and is accessible by a variety of transportation options.

Tenancy: No co-tenant

List of References: Proposers must provide minimum of three (3) references, five (5) references are preferred, of current commercial and/or public (i.e. government or other public agency) entities with whom the proposer does business, including their names, addresses, and telephone numbers. References from within the City of Worcester are strongly preferred..

VIII. COMPARATIVE CRITERIA

All proposals must demonstrate compliance with the mandatory requirements and services outlined in this RFP. Proposals that meet these mandatory requirements will be compared based on preferred specifications and comparative criteria.

Accessibility: Access to, and visibility of, the proposed building by public transit, automobile, and foot. Operational efficiency of the space for students and staff flow will also be considered.

Highly Advantageous – Highly Advantageous proposals will have contiguous space on one floor, WRTA bus stop within ¼ mile of the premises, a curb cut for wheelchair accessibility located within 200 feet of the premises, and a crosswalk located within 200 feet of the premises.

Advantageous – Advantageous proposals will have multiple floors of space that is accessible by elevator, WRTA bus stop within 1/2 mile of the premises, a curb cut for wheelchair accessibility within 300 feet of the premises, and a crosswalk located 300 feet or less from the premises

Not Advantageous – Not Advantageous proposals will have space that is not accessible by elevator, WRTA bus stops greater than ½ mile of the premises, a curb cut for wheelchair accessibility that is greater than 300 feet from the premises, and no crosswalks located within 300 feet of the premises.

Parking: Parking proximity, accessibility, and cost of public and reserved parking. Parking areas and walkways between them and the proposed building must be adequately lit.

Highly Advantageous – Highly Advantageous proposals will demonstrate the availability of 30 or more parking spaces onsite of the proposed premises, a drop off area within 100 feet of the premises.

Advantageous – Advantageous proposals will demonstrate the availability of 30 public parking spaces onsite of the proposed premises, a drop off area within 200 feet of the premises.

Not Advantageous – Not Advantageous proposals will demonstrate fewer than 30 parking spaces onsite.

Neighborhood and Co-Located Tenant Characteristics: Characteristics of the surrounding area including compatibility of neighboring uses, security for persons and property, and availability of basic services and amenities. Co-located building tenants and/or entities which share space with the Worcester Public Schools Chandler Elementary School that enhance and support the missions and operations of the Worcester Public Schools are preferred. Adjacent uses which negatively impact the health and safety of students and/ or staff will be considered in evaluating proposals. Well-lighted and well-traveled access routes from parking lots or public transportation will be reviewed during site visits.

Highly Advantageous – Highly Advantageous proposals will include premises, with no co-tenants and located within one half (1/2) mile of 114 Chandler Street, Worcester. Premises will include a security guard, video surveillance cameras, and a security alarm system, the walking path from the premises to the parking area will have lighting.

Advantageous – Advantageous proposals will include premises located within 1 miles of 114 Chandler Street, Worcester, Co-located tenants will be of a professional nature but not necessarily directly supporting and enhancing the mission of WPS. Premises will include video surveillance cameras, and/or a security alarm system, the walking path from the premises to the parking area will have lighting.

Not Advantageous – Not Advantageous proposals will include premises located greater than 1 miles from 114 Chandler Street, Worcester, co-located tenants in opposition, conflict or obstruction to mission of WPS. Premises do not include security guard, video surveillance cameras or a security alarm system, the walking path from the premises to the staff parking is not sufficiently lit.

Building Enclosure and Systems: The condition of the building envelope including the roof, foundation, walls, and exterior windows and doors and including all additional infrastructure, wiring and systems outlined in Section VI of this RFP; the presence of natural light in the proposed space; and the current condition of HVAC and electrical systems.

Highly Advantageous – Highly Advantageous proposals will be for a premises that has all windows fully sealed and intact and includes window coverings, walls free of holes and paint chipping, roof will not have holes or show signs of sagging, water damage or other aesthetic or stability issues, ceiling will have acoustical tiling and be at least 8 feet from the floor, all doors are per specifications in Section VI and are in good working condition, carpet and floor finishes are as specified in section VI, data, telephone, wiring and electrical systems are as specified in section VI, HVAC systems have records indicating they are in good working order and zone control climate thermostats have proven capability to maintain a temperature of 68-78 degrees Fahrenheit at all times.

Advantageous – Advantageous proposals will be for premises that has all windows fully sealed and intact, walls free of holes and paint chipping, roof will not have holes or show signs of sagging, water damage or other aesthetic or stability issues, all doors are per specifications in Section VI and are in good working condition, carpet and floor finishes are clean, data, telephone, wiring and electrical systems are as specified in section VI, HVAC systems have records indicating they are in good working order and zone control climate thermostats have proven capability to maintain a temperature of 68-78 degrees Fahrenheit at all times.

Not Advantageous – Not Advantageous proposals will be for premises that has windows that may be broken, poorly sealed, or cracked, walls that have holes and/or paint chipping, roof may have holes or show signs of sagging, water damage or other aesthetic or stability issues, doors are not in good working condition, carpet and floor finishes show visible signs of damage, data, telephone, wiring and electrical systems are not as specified in section VI, HVAC systems are

not in good working order and not able to maintain a temperature of 68-78 degrees Fahrenheit at all times, and there are no existing zone control climate thermostats accessible.

Building Common Areas: Public areas, including the building entrance, lobby, vestibules, stairs, corridors, ramps, elevators, and restrooms should present a professional image. Cramped, unattractive lobbies, narrow, dimly lit corridors, lack of natural light, or inadequate or poorly located restrooms will not be considered for award. These building common area characteristics will be reviewed during site visits.

Highly Advantageous – Highly Advantageous proposals will include separate restrooms for staff. Restrooms will be handicap accessible. Restrooms will have working ventilation. The outside entrance to the building will be able to accommodate signage for WPS that is visible from a distance of 50 feet, The main office and greeting area will have a professional appearance and have appropriate signage to direct people to specific locations. Entranceway will be handicap accessible. Pathways to stairs, ramps, or elevators will be handicap accessible. Lighting will be deemed excellent by reviewers upon site visit.

Advantageous – Advantageous proposals will include restrooms for staff and students. Restrooms will be handicap accessible. The outside entrance to the building will be able to accommodate signage for WPS. The main office and greeting area will have a professional appearance and have appropriate signage to direct people to specific locations. Entranceway will be handicap accessible. Pathways to stairs, ramps, or elevators will be handicap accessible. Lighting will be deemed adequate by reviewers upon site visit.

Not Advantageous – Not Advantageous proposals will include restrooms for staff and the public, restrooms will not be handicap accessible, the outside entrance to the building will not be able to accommodate signage for WPS, the lobby and greeting area will not have a professional appearance and not have appropriate signage to direct people to specific office locations, entranceway will not be handicap accessible, pathways to stairs, ramps, or elevators will not be handicap accessible, lighting will be deemed poor by reviewers upon site visit.

Landlord Management Capacity and Capabilities: Evidence provided exhibiting the ability of the landlord to have the proposed premises ready for occupancy by the WPS on the desired date of occupancy as well as technical and financial capacity of the landlord to design and build out the space if necessary to meet the WPS needs. Ability of the landlord to provide the building management services specified in the RFP in a professional and timely manner.

Highly Advantageous – Highly Advantageous proposals will include responses from five (5) references that indicate the landlord management capacity and capabilities are of a superior nature including on matters of climate control, maintenance, and snow removal. A minimum of three (3) of these references will be located within the City of Worcester. Additionally, proposer will provide evidence of technical and financial capacity by way of proof of insurance, ability to build out space to fit WPS needs as evidenced by preliminary sketches, overlay drawings on existing floor plan or detailed proposal, and evidence of contracts for professional security, maintenance.

Advantageous – Advantageous proposals will include responses from three (3) references that indicate the landlord management capacity and capabilities on matters of climate control, maintenance, and snow removal are of an adequate nature. Additionally, proposer will provide evidence of technical and financial capacity by way of proof of insurance, ability to build out space to fit WPS needs as evidenced by preliminary sketches, overlay drawings on existing floor plan or detailed proposal, and evidence of contracts for professional security, maintenance.

Not Advantageous – Not Advantageous proposals will not include less than three references, or will include responses from references that indicate the landlord management capacity and capabilities on matters of climate control, maintenance, and snow removal are of a less than adequate nature.

Space Allocation: Lay-out of proposed space meets personnel, support, entry area and other operational requirements of the city as outlined with the Space Allocation and Finish Schedule. Conformance with the total Approximate Amount of Space outlined in Section I.

Highly Advantageous – Proposals that demonstrate superior space layout to meet operational needs outlined in the Space Allocation and Finish Schedule including personnel, support, meeting, and entry areas and including square foot space with a difference not to exceed +/- 10% of the amount outlined in section 1.

Advantageous – Proposals that demonstrate adequate space layout to meet operational needs outlined in the Space Allocation and Finish Schedule including personnel, support, meeting, and entry areas and including square foot space with a difference not to exceed +/- 15% of the amount outlined in section 1.

Not Advantageous – Proposals that do not demonstrate adequate space layout to meet operational needs outlined in the Space Allocation and Finish Schedule including personnel, support, meeting, and entry areas and including square foot space with a difference exceeding +/- 15% of the amount outlined in section 1.

Evaluation Criteria

All proposals will be evaluated on the relative merits of the property.

Rule for Award

The most advantageous offer from a responsive and responsible proposer, taking into consideration all evaluation criteria and price, will be selected.

Lease Proposal Form

The undersigned has read the Request for Proposal and has carefully examined all specifications therein. The undersigned certifies that prior to occupancy by the City, the proposed property shall comply with all RFP specifications unless stated otherwise in this Proposal; that he/she is an eligible proposer as defined in the RFP, and there are no known obstacles to prevent the owner from executing a lease, of which could invalidate such agreement. The undersigned proposes to lease the property to the WPS.

Proposal Summary		
Name of Proposed Building:		
Address of Proposed Building:		
Floor Number:		
Proposed Net Usable Area (SF):		
Term of Lease (Years):		
Select One (See Section I):	Option A _____	Option B _____

Proposer

Name of Proposer:

Contact:

Company Name:

Proposer's Address:

Tel:

Email:

Proposer's Signature:

Owner

Name of Building Owner:

Owner's Address:

Tel:

Email:

Please Attach the Following – If Applicable:

- A list of other existing tenants with who space may be shared. Please include the length of the lease (start date/end date) for each tenant listed.
- A minimum of three (3) references, five (5) references are preferred as outlined in RFP.
- Other attachments that would support proposal such as site plans overlay drawings, contracts with professional security, maintenance or other service providers.

COST PROPOSAL: CR-6480-W5

All costs associated with this lease must be carried in the cost table below.

Please circle the option for which you are submitting a proposal:

Option A: Build out to the specifications outlined in the Space Allocation and Finish Schedule following provisions of Sections IV, and V.

Option B: Partially reconfigure existing space to meet the WPS’s operational needs, meeting or providing acceptable alternatives to elements included in Section IV, V, and VI.

Proposed Rental Rate (Monthly Flat Rate)	1 st Year 2016-17		2 nd Year 2017-18		3 rd Year 2018-19
Rent					

PROPOSER NAME: _____

OFFICE LEASE

ARTICLE I: SUMMARY

1.1 Subjects Referred To

Each of the references in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article and, unless defined elsewhere in this Lease, constitutes the definition of the listed term.

DATE OF LEASE: _____

LANDLORD:

ORIGINAL ADDRESS OF LANDLORD:

TENANT: City of Worcester

ORIGINAL ADDRESS OF TENANT: City Hall
455 Main Street, Room 307
Worcester, MA 01608

USER AGENCY: Department of Workforce Development
Division of Career Services

BUILDING (ADDRESS):

PREMISES:

USABLE AREA OF PREMISES:

RESERVED PARKING SPACES Number: six (6)
Location:

PERMITTED USES: Subject to the provisions of section 6.1, Tenant shall use the Premises for the following purposes: This is a "One Stop Career Center" for providing the general public and employer community with employment and training services. Direct recipient services will include group orientations to services, labor exchange between employers and job seekers, career counseling, workshops, testing and information

brokering. This Center will regularly host regional meetings on various workforce development topics. This Center will also be used for any Federal or State program that assists persons who are unemployed or eligible for services under any Workforce Development Act.

INITIAL LEASE TERM:

The Initial Term of this Lease shall commence at 12:01 a.m. on _____ and continue until 11:59 p.m. on _____.

EXTENDED LEASE TERM:

Unless sooner terminated, Tenant shall have the option to extend the Initial Term for one additional five (5) year term ("Extended Term") if Tenant gives written notice of such election to Landlord not less than ninety (90) days before the expiration of the Initial Term. The Extended Term shall be on the same terms, covenants, and conditions hereof, subject to any such other terms as are expressly stated within this Lease.

The "Term" includes Initial Term and any extension term ("Extension Term") unless otherwise expressly stated. The "Expiration Date" means the last day of the Initial Term or of the then applicable Extension Term, and it includes any effective date of termination of this Lease, unless otherwise indicated.

SAMPLE

BASE RENT FOR INITIAL LEASE TERM:

Year One: \$ _____ per year in monthly installments of
\$ _____

Year Two: \$ _____ per year in monthly installments of
\$ _____

Year Three: \$ _____ per year in monthly installments of
\$ _____

Year Four: \$ _____ per year in monthly installments of
\$ _____

Year Five: \$ _____ per year in monthly installments of
\$ _____

*Six reserved parking spaces included in the annual rent.

Years Six through Ten:
(if option is exercised) Beginning with the sixth year of the Lease and each successive year thereafter, the Minimum Annual Rent may be increased by percentage change in the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) Boston metropolitan area

RIDERS AND EXHIBITS

These are incorporated into and made part of this Lease:

- Exhibit A: Plan Showing Locations of Premises Within the Building
- Exhibit A-1: Landlord's Measured Drawing of the Premises
- Exhibit A-2: Site Plan Showing Location of Reserved Parking Spaces
- Exhibit B: Schematic Space Plan of the Premises
- Exhibit C: Specifications for Premises

SAMPLE

ARTICLE II: PREMISES; USABLE AREA

2.1 Premises; Appurtenant Rights

Landlord leases to Tenant and Tenant leases from Landlord the Premises.

Tenant has as appurtenant to the Premises, the right to use in common with other tenants of the Building (and subject to the rules of the Building as set forth in section 6.4): (i) the common lobbies, malls, corridors, stairways, elevators, service areas, and loading platform of the Building; (ii) the pipes, ducts, conduits, wires, and appurtenant meters and equipment serving the Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Premises include less than the entire floor area of any floor of the Building, the common restrooms, corridors, and elevator lobbies located on such floor and serving the Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by Tenant and other tenants of the Building.

2.2 Usable Area

For the purposes of this Lease, the term "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. No deductions shall be made for columns or other projections necessary to the Building structure or systems or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances shall the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other building equipment areas, janitorial, electrical, or mechanical closets, loading platforms, or restrooms, irrespective of whether Tenant occupies the entire floor or the entire building.

Landlord acknowledges that Tenant has relied upon the information contained in Exhibit A-1, Landlord's Measured Drawings of the Premises, in establishing the Usable Area of the Premises set forth in section 1.1 and that the Rent is predicated upon the Premises having a Usable Area equal to or exceeding the Usable Area of the Premises set forth in section 1.1 as so established. Landlord warrants and represents to Tenant that Exhibit A-1 is complete and accurate in all respects. If it is determined that Exhibit A-1 is not accurate and that the Usable Area of the Premises is smaller than depicted in said Exhibit A-1 by a factor of one percent or more, then, at the option of Tenant, this Lease shall be amended to state the actual Usable Area of the Premises, and the Rent shall be adjusted downward to reflect such actual Usable Area.

2.3 Parking

Landlord shall provide Tenant six (6) parking passes at no cost, location shown on Exhibit A-2 "Site Plan Showing Location of Reserved Parking Spaces."

ARTICLE III: RENT; COMMENCEMENT OF INITIAL TERM

3.1 Rent Payment

Tenant agrees to pay, and Landlord agrees to accept, the Rent described in section 1.1. Equal monthly installments of Rent are payable on or before the tenth day of the month for which said

Rent is due. If the initial Lease Term commences other than on the first day of a month or ends other than on the last day of a month, the Rent for such fractional month shall be prorated. Notwithstanding the first sentence of this section, the prorated Rent for the portion of the month in which the Initial Lease term commences shall be paid at the same time as the first installment of monthly Rent for the first full month of the Initial Lease Term.

3.2 Commencement of Initial Term and Rent Obligation

Landlord and Tenant mutually acknowledge that Tenant currently occupies the Premises under a prior lease agreement. Tenant's occupancy shall continue uninterrupted at the conclusion of the existing lease and Tenant's rent obligation shall similarly continue without interruption or change in the date of payment.

ARTICLE IV: IMPROVEMENTS BY LANDLORD

4.1 Landlord's Improvements

Landlord shall, at Landlord's sole cost and expense, (except as otherwise specifically provided in this Lease) furnish all labor and materials necessary to construct the Premises and to make any and all improvements or alterations to the Building and exterior areas required by the Schematic Space Plan attached hereto as Exhibit B, the Specifications for the Premises attached hereto as Exhibit, and all other terms and conditions of this Lease. All such alterations and improvements to be made by Landlord in or about the Premises are hereafter referred to as the "Landlord's Improvements."

4.2 Working Drawings

Landlord shall cause to be prepared at Landlord's sole cost and expense drawings, specifications and general requirements (hereafter referred to collectively as "Working Drawings") for all of the Landlord's Improvements which shall fix and describe the location, dimensions and character of the Landlord's Improvements and shall conform in all respects to the Schematic Space Plan attached hereto as Exhibit B, the Specifications of the Premises attached hereto as Exhibit C, and all other terms and conditions of this Lease. Without limiting the foregoing, each of the requirements designated below shall apply to the Working Drawings:

- The Working Drawings shall be prepared and stamped by an architect licensed in the Commonwealth of Massachusetts, as required by code.

The Working Drawings shall specifically include, at a minimum:

- Floor plans indicating room and corridor locations, column locations, partition layout, door and window locations and structural modifications,
- Electrical and telephone/data cabling plans, indicating outlets, jacks, devices and panels.
- Reflected ceiling plan indicating lighting, HVAC supply and return grilles and fire protection devices.
- HVAC plans indicating size and location of all equipment, piping, ductwork, supply and return grilles, convectors and radiators.
- Finish schedules and legend of materials, abbreviations and symbols.
- Fire protection plans.
- Plumbing plans.

The Working Drawings shall be subject to the prior written approval of Tenant. Within two (2) weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord shall submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and User Agency, (ii) listing each document comprising the Working Drawings submitted by Landlord, and (iii) requesting Tenant's approval thereof. Within ten (10) working days after receipt of the Working Drawings, Tenant shall either approve the Working Drawings in writing or notify Landlord in writing of disapproval, specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease. If Tenant fails to notify Landlord of disapproval within said time period, the Working Drawings shall be deemed approved by Tenant.

In the event of disapproval within said time period, the Working Drawings shall be deemed approved by Tenant.

In the event of disapproval of the Working Drawings by Tenant, Landlord shall, within ten (10) working days after such notice is given, submit new or corrected Working Drawings to Tenant. The re-submission shall be subject to review and approval by Tenant in accordance with the procedure provided herein for an original submission until Working Drawings have been fully approved by Tenant. Upon Tenant's full approval of the Working Drawings, the Working Drawings shall be deemed incorporated into and made a part of this Lease for all purposes.

The Working Drawings shall, at all times, remain in conformity with good design practice, the requirements of Exhibits B and C and all other terms and conditions of this Lease. Without limiting the foregoing, Landlord shall not make any change in the Working Drawings after their approval by Tenant that will, in any manner, reduce the utility, lower the quality or affect the appearance of all or any part of Landlord's Improvements, increase Tenant's cost to use and occupy the Premises, or interfere with Tenant's ability to use and occupy the Premises. Landlord shall submit any proposed change in the Working Drawings to tenant at least three (3) business days prior to implementing such change. Any material change in the Working Drawings shall require Tenant's approval, which approval shall be given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice, and all other terms and conditions of this Lease. Landlord shall request and Tenant shall approve proposed changes in the Working Drawings in accordance with the procedure provided herein for an original submission.

Notwithstanding any other provision of this Lease, in the event Tenant shall request changes to the Working Drawings or the Landlord's Improvements which shall cause an increase in the Rent or require Tenant to pay any additional sums to Landlord or its contractors, no such changes shall be made and Tenant shall have no liability for any costs incurred by Landlord or any other party in connection therewith, unless and until a written amendment to this Lease specifying such change and the additional Rent or other payment to be made by Tenant is executed by Landlord and Tenant.

It is understood and agreed that Landlord and its architects and engineers shall be fully and completely responsible for all aspects of the design, engineering and construction of the Landlord's Improvements. No comments on or approval by Tenant of the Working Drawings or any other advice or opinions provided by Tenant concerning the design or construction of the Landlord's Improvements shall render tenant responsible for the design, engineering or construction of the Landlord's Improvements or invest Tenant with any responsibility for defects therein or other Building conditions.

4.3 Completion Date; Tenant Delays; Standard for Substantial Completion

Subject to Tenant Delays, as hereafter defined, and Force Majeure Causes (as defined in Section 15.1) as hereafter set forth, all of Landlord's Improvements shall be substantially completed and the Premises made available for Tenant's occupancy within ____ weeks after delivery of a fully executed copy of this Lease to Landlord (the "Completion Date"). If at any time it appears that this deadline will not be met, Landlord shall notify Tenant immediately in writing. Such notice shall advise Tenant of the reasons for such delay and of the new projected Completion Date.

In the event the Completion Date is delayed due to Force Majeure Causes, then the Completion Date set forth above, as it may be amended from time to time, shall be extended by the actual number of days the Completion Date was delayed as a result of such Force Majeure Causes, but in no event shall such extension of the Completion Date for Force Majeure Causes exceed one hundred and fifty (150) days in the aggregate without tenant's consent, which consent may be withheld by Tenant for any reason or for no reason.

In the even the Completion Date is delayed due to a Tenant Delay, then the Completion Date set forth above, as it may be amended from time to time, shall be extended by the actual number of days the Completion Date was delayed by such Tenant Delay. For the purposes of this Lease, the term "Tenant Delay" shall mean any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Tenant, provided such act or omission has continued for a period of more than two (2) business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date (such notice to be sent to Tenant in an envelope bearing the following notice on the outside in bold-face type: NOTICE OF TENANT DELAY – OPEN IMMEDIATELY):

- a. Tenant's request for special work not included in the Working Drawings previously approved by Tenant or otherwise required by this Lease; or
- b. Tenant's request for a change in the Working Drawings previously approved by Tenant; or
- c. Delays in the delivery, installation or completion of any work performed by Tenant or Tenant's contractors; or
- d. Any failure by Tenant to perform any of its obligations under this Lease.

In the event the Completion Date is extended for any Tenant Delay pursuant to the preceding paragraph, the Completion Date shall nevertheless be deemed to have occurred earlier than the actual date thereof by the aggregate length of all tenant Delays. The extension of the Completion Date for Tenant Delays as provided in the preceding paragraph and the provisions of the preceding sentence shall be Landlord's sole and exclusive remedies for Tenant Delays, notwithstanding the provisions of Section 16.6 or any other provisions of this Lease.

The Landlord's Improvements shall be considered substantially completed for the purposes of this Lease only when (i) Landlord has performed the work required to be performed by landlord in the Working Drawings approved by Tenant, including complete installation of all structural and mechanical elements, walls, partitions, windows, floor and ceiling coverings, wiring, fixtures, life-safety systems, decorations, paint, and exterior improvements, with only Punchlist items excepted, (ii) the water supply sewage, heating, ventilating, air conditioning, and electric facilities are available to Tenant in accordance with the obligations assumed by Landlord under this Lease, (iii) the Premises are free of debris and construction materials, are in a usable and habitable condition, and have been cleaned by Landlord.

Subject to tenant Delays and Force Majeure Causes only, Landlord shall cause Landlord's Improvements to be completed in accordance with the Construction Schedule annexed hereto as Exhibit D. Landlord shall keep Tenant apprised of the progress of the work to be performed by Landlord hereunder. In the event there is any delay in the progress of the work of five (5) days or more, Landlord shall notify Tenant of such delay immediately regardless of whether Landlord anticipates that such delay shall cause a delay in the Construction Schedule, the cause thereof, and the corrective efforts, if any made or to be made by Landlord.

If for reasons other than Tenant Delays or Force Majeure Causes the Landlord's Improvements are not substantially complete and the Premises made available for Tenant's occupancy by the Completion Date as it may have been extended, and notwithstanding termination of this Lease by tenant as hereinafter provided, Landlord shall pay to Tenant any and all costs, fees and expenses which tenant incurs as a result of such delay, including, without limitation, necessary additional moving and storage costs, expenses incurred to find other temporary space, and any cost difference between Tenant's rental rate under this Lease and the rent it incurs during the period of delay by Landlord.

In the event the Landlord's Improvements are not substantially completed by Landlord within sixty (60) days after the Completion Date, as it may be extended for Tenant Delays, Force Majeure Causes or otherwise by agreement of Landlord and Tenant, Tenant shall have, in addition to any other remedies available to Tenant under this Lease, or at law or in equity, the option, to terminate this Lease by giving Landlord a written Notice of Termination, which option may be exercised by tenant immediately or at any time thereafter and without further notice. The termination of this Lease by Tenant hereunder shall not relieve Landlord of its obligation to pay Tenant any and all costs, fees, and expenses which Tenant may incur as a result of Landlord's delay in making the Premises available for occupancy by tenant as provided in the preceding paragraph, nor shall such termination limit any claim for damages to which Tenant may be lawfully entitled by reason of Landlord's failure to perform its obligations hereunder.

Notwithstanding Tenant's consent to any extension of the Completion Date, all Punchlist Items shall be completed promptly by Landlord, and in no event shall such items be completed later than thirty (30) days after the Date of Occupancy. For the purposes of this Lease the term "Punchlist Items" shall mean only minor and insubstantial details of decoration or mechanical adjustment which shall not impair Tenant's ability to use and occupy the Premises in accordance with the terms of this Lease. On or before the Date of Occupancy Landlord and Tenant shall conduct a walk-through of the Premises and shall identify in writing all Punchlist Items to be completed by Landlord.

The construction of the Landlord's Improvements shall be (i) coordinated with any work being performed by the Tenant provided such coordination will not materially interfere with Landlord's construction schedule, delay the Completion Date or increase the cost of Landlord's Improvements, (ii) completed in accordance with the approved Working Drawings and in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable laws, ordinances, codes and regulations, and (iv) performed and completed at Landlord's sole expense, including the cost of all design work, materials, labor, and state and local permits. No approval by Tenant of any Working Drawings or changes in the Working Drawings, whether expressly given or resulting from Tenants inaction, shall be construed as a waiver of any of the requirements of this paragraph.

ARTICLE V: LANDLORD'S COVENANTS

5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings

Landlord warrants and represents as follows:

- (a) Landlord has record title to (or if this Lease is a sublease, Landlord warrants and represents that Landlord holds a current and valid lease of the premises) of which the Premises are a part, and that there are no encumbrances affecting the Premises or Building that would prohibit or interfere with the construction of the Landlord's Improvements, Landlord's Additional Improvements or the use of the Premises for the Permitted Uses (or the sublease of the Premises if this lease is a sublease)
- (b) Landlord's name appears in this Lease exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly the Landlord's name appears in Landlord's lease if this lease is a sublease.
- (c) Landlord has full legal capacity to enter into this lease.
- (d) If Landlord is not a natural person or persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord is validly organized and existing, Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.
- (e) The execution of this Lease is duly authorized, and each person executing this Lease on behalf of Landlord has full authority to do so and to fully bind Landlord.
- (f) Landlord is not debarred or suspended from contracting with the Commonwealth of Massachusetts or the City of Worcester under any applicable debarment statute or regulation.
- (g) Landlord knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Landlord or Landlord's properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Landlord's ability to carry out Landlord's obligations.

5.2 Delivery of Premises; Compliance with Law

Landlord warrants and represents that Landlord shall deliver the Premises to Tenant in good, clean, and rentable condition, and otherwise in accordance with the terms and conditions of this Lease, and that the construction of the Landlord's Improvements, Landlord's Additional Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses shall be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to handicapped accessibility) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.

If, at any time, any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance-rating body notifies Landlord or Tenant that all or any part of the Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Landlord, upon receipt of such notification, shall cause such repairs, alterations, or other work to be done promptly so as to bring about the compliance demanded. Landlord may defer compliance so long as the validity of any such law, order, or regulation is contested in good faith by Landlord and by appropriate legal proceedings,

provided that such failure to comply must not in any way interfere with Tenant's use of the Premises for the Permitted Uses, or subject Tenant or Tenant's employees or invitees to any increased risk of injury to their persons or property, or adversely affect any other right of the Tenant under this Lease, or impose any additional obligation upon the Tenant.

5.3 Compliance with ADA and other Handicap Access and Nondiscrimination Laws

The Leased Premises must be in full compliance with the Americans with Disabilities Act and the regulations promulgated pursuant to said Act, and all other laws, ordinances, codes and regulations pertaining to handicapped accessibility.

Landlord agrees that with respect to the Premises, its fixtures, furnishings and equipment thereon, Landlord shall be responsible for compliance with the Americans with Disabilities Act of 1990 ("ADA", 42 U.S.C. §§ 12101 et. seq.), the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("ADAAG"), 28 C.F.R. §35.151, and the U.S. Department of Justice 2010 Standards for State and Local Government Facilities, and the Uniform Federal Accessibility Standards ("UFAS"). Landlord recognizes that Tenant is a public entity subject to Title II of the ADA and is recipient of federal funding subject to Section 504 of the Rehabilitation Act of 1973 ("Section 504"). To the extent permitted by law, Landlord shall assume and be obligated to comply with any obligations to which Tenant may be subject under Title II of the ADA and Section 504 with respect to any programs, services, activities, alterations or construction conducted or undertaken by or for Tenant in the Premises.

Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA or Section 504 relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA or Section 504 and relating to any portion of the Premises (collectively, "violation"). Within five (5) days of receipt of notice of such violation, Landlord shall submit to Tenant a written response setting forth Landlord's plan for repair, alteration or other work necessary to ensure compliance. Landlord shall, upon receipt of such notice from Tenant, promptly cause such repairs, alterations or other work to be expeditiously performed so as to bring about compliance. Such repairs, alterations or other work shall commence within twenty (20) days following receipt of notice from Tenant.

If Landlord fails to comply with the requirements of this Section, Tenant, upon reasonable notice to Landlord and an opportunity to cure, shall have the right, but not the obligation, to perform all necessary tasks to ensure Landlord's compliance with the ADA and Section 504 and other handicap access and nondiscrimination laws and requirements as set forth in this Section 5.3. Landlord shall indemnify and save harmless Tenant from all injury, loss or damage to any person or property occasioned by Tenant's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the negligence or willful misconduct of Tenant, its employees, agents or contractors. The Landlord shall reimburse Tenant for any and all actual costs plus an administrative fee equal to fifty percent (50%) of such costs incurred in completing such necessary tasks to ensure Landlord's compliance with this Section, including, but not limited to, attorneys' and consultants' fees and disbursements and costs of corrective measures. Any such costs incurred by Tenant shall be reimbursed by Landlord or may be deducted by Tenant from the next or any succeeding payments of Rent due under this Lease, as set forth in Section 9.6 of this Lease.

5.4 Quiet Enjoyment

Landlord warrants and covenants that as long as there is no Event of Default (as defined in Section 9.1) by Tenant under this Lease, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord or any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through, or under Landlord.

At reasonable times and without reasonably interfering with Tenant's use, occupancy, and enjoyment of the Premises, Landlord or Landlord's agents may enter the Premises to make repairs or to view the Premises. Landlord shall give Tenant a minimum of forty-eight hours notice for such visits (which notice may be given by "FAX" in the case of minor repairs taking one day or less to complete or to the view the Premises); provided, however, that Landlord may enter the Premises at any hour and without forty-eight hours notice in the case of an emergency affecting the Premises.

Landlord may enter to show the Premises to prospective tenants only during the last six months of the Term. Landlord shall notify Tenant (which notice may be given by "FAX") at least twenty-four hours before showing the Premises to prospective purchasers, tenants, or other parties.

5.5 Correction of Defective Work; Repair of Premises and Building

During the Term, Landlord shall promptly remedy, repair, or replace any defective aspects of Landlord's Improvements and Additional Improvements of which Landlord becomes aware after the commencement of the Initial Term ("Latent Defects").

Subject to Landlord's obligation to correct Latent Defects, Landlord shall keep and maintain the Premises, including, without limitation, all equipment and fixtures furnished by Landlord as part of the Landlord's Improvements and Additional Improvements (whether located within or outside the Premises) in such good repair, order, and condition as the same are in the beginning of the Term, reasonable wear and tear, damage caused by fire or casualty (except as provided in section 7.1) and damage caused by the negligence, breach of this Lease, or willful misuse of Tenant excepted. Without limiting the foregoing, but subject to any additional or limiting provisions of Exhibit C, Landlord's obligations shall include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks, fire protection equipment, heating, ventilation, and air conditioning equipment, and cabling. Landlord shall make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as may be necessary to keep them in good condition.

Routine repairs to the Premises or to any of Landlord's Improvements outside of the Premises shall be made by Landlord within five business days after Landlord discovers or is notified by Tenant of the condition requiring repair, or within such shorter time period as may be required by applicable law, code, or regulation. The term "routine repairs" means any repair that is not an "emergency repair," as defined in the next paragraph.

Emergency repairs to the Premises, Landlord's Improvements, Additional Improvements or any other portion of the Building shall be made immediately upon notice to Landlord or Landlord's authorized representative of the condition requiring repair. As used herein, the term "emergency repair" means any repair or replacement that is required to remove an immediate threat to the life, health or safety of persons or property upon the Premises or the appurtenant areas described in section 2.1.

All repairs by Landlord shall be completed (i) at Landlord's sole cost and expense, except as provided in section 6.2, (ii) in a good and workmanlike manner, (iii) with respect to repairs of the Premises and Landlord's Improvements and Additional Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes, and regulations.

In (i) scheduling and carrying out the repairs required by this Lease, (ii) making any optional repairs, alterations, or improvements to the Building or Premises, and (iii) performing routine maintenance of Building systems, fixtures, equipment, Landlord shall make all reasonable efforts to minimize interference with Tenant's access to and use of the Premises. If any such repairs or maintenance by Landlord causes Tenant to be deprived of the use or quiet enjoyment of all or a material portion of the Premises for a period of more than two consecutive business days, the Rent for each succeeding day shall be abated in proportion to the deprivation unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's agents or contractors.

5.6 Delivery of Services and Utilities

Landlord shall furnish janitorial and other services, utilities, facilities, and supplies, as set forth in Exhibit C.

5.7 Hazardous Substance

Landlord represents that Landlord has no knowledge of, and has not received any notice of, the current or past existence to any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or transported to, from, or across, or migrating toward or across the Premises. For purposes of this Lease, Hazardous Substance means (i) any "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "hazardous pollutant," or "toxic pollutant," oil, asbestos, urea formaldehyde foam insulation, or "solid waste," as such terms are presently defined or otherwise denominated as hazardous, toxic, or a pollutant, or a special waste in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time (42 U.S.C. 9601 et seq.) ("CERCLA"), the regulations promulgated under CERCLA, and the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (ii) any additional substance or material that is incorporated in or added to the definition of "hazardous substance" for the purposes of such laws; (iii) a substance listed in the United States Department of Transportation Table (49 CFR 172.101, as amended) or by the Environmental Protection Agency (or any successor agency) as a hazardous substance (40 CFR Part 302, as amended); (iv) any hazardous waste or solid waste, as defined in the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C.A. 6901 et seq.); (v) any material, waste, or substance that is (A) petroleum, (B) asbestos or an asbestos-containing material, (C) polychlorinated biphenyls, (D) urea-formaldehyde ("UFFI) or UFFI-containing material, (E) radon, (F) designated as a "hazardous substance" pursuant to section 311 of the Clean Water Act (33 U.S.C. 1251 et seq.), or listed pursuant to section 307 of the Clean Water Act (33 U.S.C. 1317); (G) flammable explosive; or (F) radioactive material; and (vi) any additional substance or material that is considered to be a "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "solid waste," or regulated substance or material (including, without limitation, any asbestos-containing material) under any state, federal, or local law, rule, or regulation governing health, safety, natural resources, or the environment relating to the Premises, including, without limitation, chapter 21E of the General Laws of the Commonwealth of Massachusetts (hereafter

sometimes referred to as “the G.L.” or as “G.L.”) (being the Massachusetts Oil and Hazardous Materials Release and Prevention Act) and the definitions of oil and/or hazardous material promulgated thereunder, chapter 21C and the G.L., Title 5 of the State Environmental Code, G.L. c. 111 §150A, and any hazardous and inflammable substance regulated under G.L. c. 148. Each reference in this Lease to law, a rule, a regulation, etc., whether specific or general, is to a law, a rule, a regulation, etc., that is currently in effect and as may be modified, amended, or supplemented.

Landlord agrees that Landlord shall not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, or to migrate toward the Premises, provided, however, that this shall not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance on the same terms and conditions as are applicable to Tenant, or (ii) prohibit Landlord and Landlord’s contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out Landlord’s construction, repair, and maintenance obligations under this Lease, and of which may constitute a Hazardous Substance, provided that such use, including storage and disposal, by Landlord is in compliance with the manufacturers’ instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.

Landlord shall promptly take or cause others to take all actions that may be necessary to assess, remove, and/or remediate each Hazardous Substance that is on, under, or migrating toward the Premises or Building (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance. Landlord shall also take all actions required to prevent such Hazardous Substances from causing injury or damage to Tenant and Tenant’s employees, agents, contractors, and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.

Landlord shall indemnify, save harmless, and defend Tenant from all liability, claim or cost (including reasonable costs of legal counsel and response costs as defined under CERCLA) resulting directly or indirectly from any Hazardous Substance (i) after such date with respect to any Hazardous Substance released or placed on or under the Premises or the Building by Landlord, Landlord’s employees, agents, independent contractors, or invitees (which shall include, for the purposes of this section, any other tenant of the Building, but only if Landlord knowingly permits such tenant to carry out activities involving a Hazardous Substance in breach of Landlord’s obligations in this section). This indemnity shall survive termination of this Lease. Promptly upon discovery, Tenant shall notify Landlord of any facts or circumstances that may give rise to any claim by Tenant.

ARTICLE VI: TENANT’S COVENANTS

6.1 Use of Premises

Tenant shall use the Premises only for the Permitted Uses set forth in section 1.1, provided, however, that Tenant may use the Premises for other purposes if such use (i) is consistent with the

other uses of the Building, (ii) does not materially increase the amount of visitor or employee traffic to and from the Premises, (iii) does not materially increase Landlord's cost to provide the services (including, without limitation, repairs and maintenance of the Premises and Building) required by this Lease or any other services currently provided to tenants of the Building, and (iv) is otherwise consistent with all other obligations of Tenant under this lease.

Tenant shall not cause or permit any nuisance in the Building and shall not conduct any activity within the Premises or Building that interferes with the rights of other tenants or occupants of the Building.

Tenant covenants and agrees that Tenant shall not do or permit anything to be done in or upon the Premises or Building, or bring anything on the Premises or Building that increases the rate of insurance on the Premises or Building above the standard rate applicable to Premises occupied for the Permitted Uses, or that voids such insurance. Tenant further agrees that if Tenant does any of the foregoing, Tenant shall promptly pay to Landlord, on demand, any resulting increase as additional rent, or tenant shall cease all activities that cause the increase or the voiding, as the case may be.

6.2 Care of Premises

Tenant shall not injure, deface, or commit waste in the Premises or any part of the Building. Tenant shall exercise reasonable care to ensure that all systems, fixtures, and equipment installed by Landlord are used only for their intended purposes and that the electrical, mechanical, and structural systems of the Building and Premises are not overloaded. Tenant shall notify Landlord promptly of any damage to the Premises, malfunction of a system or fixture, or any other condition that requires repair by Landlord.

6.3 Hazardous Substance

Tenant agrees that Tenant shall not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about the Premises, or to be transported to, from, or across the Premises.

Nothing in this Lease shall prohibit Tenant from using minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Uses, provided that such use, including storage and disposal of such cleaning fluid and office or household supplies, by Tenant is in compliance with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements or governmental authorities relating to the environment or any Hazardous Substance, and applicable to this Lease.

If Tenant or Tenant's employees, agents, independent contractors, or invitees, causes the release or threatened release of any Hazardous Substance from the Premises, Tenant shall promptly notify Landlord and, without cost to Landlord, take such action, or cause others to take such action, as may be necessary to assess, remediate, or remove any Hazardous Substance, as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.

6.4 Compliance With Applicable Laws and Removal of Liens

Tenant shall comply with all laws, orders, and regulations of federal, state, county, and city authorities, and with any of Landlord's rules and regulations that are set forth in this Lease or are established by Landlord, provided that they do not conflict with the provisions of this Lease, and further provided that they are delivered to Tenant and to the User Agency in the manner required for notices. Tenant may defer compliance so long as the validity of any such law, order, or regulation is contested in good faith by Tenant and by appropriate legal proceedings, if Tenant first gives Landlord appropriate assurance, reasonably satisfactory to Landlord, against any loss, cost, or expense on account of such deferral, and provided that such contest shall not subject Landlord to criminal penalties or civil sanctions, loss of property, liens against property, or civil liability. Tenant shall not cause or allow any liens of any kind to be filed against the Premises. If any liens are filed, within fifteen days after receiving written notice of such filing, Tenant, at Tenant's sole cost and expense, shall take whatever action is necessary to cause such lien to be bonded off or released of record without cost to Landlord.

6.5 Assignment and Subletting

Tenant shall not assign, sublet, mortgage, pledge, or encumber this Lease (the result of any such action being referred to as a "Transfer") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Without limiting the foregoing, Landlord and Tenant agree that Landlord may withhold Landlord's consent to any proposed Transfer to a transferee who, by reputation, financial strength, or expected use, is not comparable to other types of tenants in the Building or is not deemed by Landlord, in Landlord's reasonable business judgment, to be an acceptable credit risk. By valid written instrument, any transferee shall expressly assume, for itself and its successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Following such transfer, Tenant shall have no further obligations of Tenant hereunder.

Any request by Tenant for Landlord's consent to a transfer shall include (i) name of the proposed transferee; (ii) the nature of the transferee's business and proposed use of the Premises; (iii) complete information as to the financial conditions and standing of the proposed transferee; and (iv) the terms and conditions of the proposed Transfer. Tenant shall promptly supply such additional information about the proposed Transfer and transferee as Landlord reasonably requests. Landlord shall also have the right to meet and interview the proposed transferee.

Landlord shall advise Tenant in writing whether or not Landlord consents to a proposed Transfer within thirty days of receiving Tenant's request for such consent. In the event such consent is withheld, Landlord shall specify the reasons, in writing, to Tenant. If Landlord fails to so notify Tenant within said time period, Landlord shall be deemed to have given Landlord's consent to the proposed Transfer.

The express or implied consent by Landlord to any Transfer does not constitute a waiver of Landlord's right to prohibit any subsequent Transfer.

As used in this Lease, the term "assign" or "assignment" includes, without limitation, any transfer of the Tenant's interest in the Lease by operation of law.

Notwithstanding any contrary provisions of this section 6.5, in connection with any proposed Transfer, Landlord has an option to cancel and terminate this Lease if Tenant's request is to

assign the Lease or to sublet more than eighty percent of the Premises; or, if Tenant's request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion of the Premises for the proposed term of the sublease. Landlord shall exercise this option in writing within thirty days of receiving Tenant's request for Landlord's consent to a proposed Transfer, and in each case, such cancellation or termination shall occur as of the effective date of the proposed Transfer. In such event, Landlord shall be permitted to enter into a direct lease with the proposed transferee.

6.6 Alterations and Additions

Tenant may make non-structural alterations or additions to the Premises ("Tenant Alterations"), provided that Tenant shall first obtain Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Without limiting the foregoing, Landlord may withhold Landlord's consent to any proposed Tenant Alterations that would violate any law, ordinance, code, or regulation of governmental authorities with jurisdiction, or any regulation of the Board of Fire Underwriters or any similar insurance rating body or bodies, or that would materially and adversely affect the appearance or value of the Building, or the mechanical, electrical, sanitary, or any other system of the Building.

As condition to giving Landlord's consent to any Tenant Alterations, Landlord may require that all or a portion of Tenant Alterations be removed by Tenant at the expiration or earlier termination of this Lease, provided that Landlord shall designate all such items to be removed at the time Landlord gives Landlord's consent.

As further condition for Landlord's consent, Landlord may require that, before the commencement of the work, Tenant submit to Landlord, for Landlord's approval, plans and specifications that reasonably fix and describe all of the proposed Tenant Alterations. Landlord agrees to review Tenant's plans and specifications, and to advise Tenant, in writing, of approval or disapproval within ten business days after submission. In the event of disapproval, Landlord shall advise Tenant of the reasons for and disapproval of the changes necessary to obtain Landlord's approval. If Landlord fails to notify Tenant of disapproval within ten business days after submission or fails to advise Tenant of the changes necessary to obtain Landlord's approval, Tenant's plans and specifications shall be deemed approved.

All such Tenant alterations shall be (i) done at reasonable times and in such manner so as not to unreasonably disturb other tenants of the Building, (ii) completed in accordance with any plans and specifications approved by Landlord and in a good and workmanlike manner, with materials in quality at least equal to the then-present construction, (iii) performed by contractors approved by Landlord, provided that Landlord's approval shall not be required for any contractors selected by Tenant pursuant to applicable public bidding laws of the Commonwealth of Massachusetts, (iv) performed and completed in compliance with all applicable laws, ordinances, codes, and regulations of governmental authorities, and with regulations of the Board of Fire Underwriters or any similar insurance body or bodies, and (v) performed and completed at Tenant's sole expense, including the cost of all design work, materials, labor, and state and local permits. No approval by Landlord or any plans and specifications, or changes in plans and specifications, whether expressly given or resulting from Landlord's inaction, shall be construed as a waiver of any of the requirements of this paragraph.

At all times during the construction of any Tenant Alterations, Tenant shall cause Tenant's contractors and any subcontractors to maintain workers compensation insurance covering the persons employed in connection with such Tenant Alterations as required by Law and, if the

estimated construction cost of such Tenant Alterations exceeds \$25,000, to secure and maintain (a) commercial general liability insurance for the mutual benefit of Landlord and Tenant, with limits reasonably established by Landlord to protect against the risks or nature of the construction to be undertaken, or with limits customarily carried in connection with similar work undertaken in buildings similar to the Building in the same locality, and (b) such builders-risk insurance protecting the interests of Landlord and Tenant against damage resulting from such Tenant Alterations in amounts deemed reasonably necessary by Landlord. Tenant shall not permit Tenant's contractors or any subcontractors to commence any work until all required insurance coverage has been obtained, certificates evidencing such coverage have been delivered to and approved by Landlord. Each insurance policy shall be with a company authorized to do business in Massachusetts and shall provide that Landlord be given at least twenty days prior, written notice of any alteration or termination of coverage.

Landlord shall have the right to inspect the work as it progresses and to require Tenant to remove any Tenant Alterations that do not conform to the approved plans and specifications. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant, and Tenant shall promptly cause any such lien to be released of record or bonded off without cost to Landlord.

All tenant Alterations shall remain the exclusive property of Tenant until Tenant vacates the Premises. At any time, at Tenant's sole option, Tenant may remove any Tenant Alteration and restore the Premises to the same conditions as before the Tenant Alteration, reasonable wear and tear, and damage by fire or other casualty, excepted. Any Tenant Alteration remaining on the Premises after Tenant vacates the Premises shall become the property of Landlord without payment.

6.7 Yield Up at Termination of Lease

At the expiration or other termination of this Lease, Tenant shall remove all Tenant's effects from the Premises. Tenant shall surrender and deliver up the Premises to Landlord in the condition in which Tenant is required to maintain the Premises, as set forth in this Lease, reasonable wear and tear, damage by fire or other casualty, excepted. Any personal property of Tenant remaining upon the Premises after Tenant has surrendered possession of the Premises shall become the property of Landlord. If Landlord removes and disposes of any remaining property, Tenant agrees to pay the reasonable costs of removal and disposal, less any salvage value actually recovered by Landlord, provided that such claim is submitted to Tenant, in writing, within thirty days after Tenant vacates the Premises.

ARTICLE VII: CASUALTY; EMINENT DOMAIN

7.1 Damage by Fire or Other Casualty

If the Premises or any other portion of the Building to which Tenant has appurtenant rights under section 2.1 (and that is necessary for reasonable access to or egress from the Premises, or for Tenant's use and enjoyment of the Premises, as contemplated by this Lease) are or is damaged by fire or other casualty, then, subject to the next paragraph of this section, Landlord shall proceed with diligence to establish and collect all valid claims that may have arisen against insurers, based upon any such damage and, subject to the then applicable building codes, zoning ordinances, and other legal requirements, Landlord shall proceed with diligence to repair such damage or destruction and to restore the Premises and Building as nearly as practicable to their condition before such casualty, at Landlord's sole expense (but, provided Landlord has maintained the

casualty insurance required by this Lease, only to the extent of insurance proceeds made available to Landlord by Landlord's insurers and any mortgagee of the Building). Notwithstanding the forgoing, Landlord has no duty to repair any damage to any Tenant Alterations unless the damage was caused by the negligence, breach of this Lease, or willful misconduct of Landlord.

Notwithstanding the preceding paragraph, if either Landlord or Tenant determines, in its reasonable business judgment, that the damage to the Premises or the Building is of such character that the same cannot, in accordance with the preceding paragraph, reasonably be expected to be repaired by Landlord within one hundred fifty days from the date of the fire or other casualty, then either Landlord or Tenant may terminate this Lease. Tenant may also elect to terminate this Lease if Landlord, having notified Tenant of Landlord's intention to repair the damage to the Premises or Building, as provided in this Lease, fails to complete such repairs within one hundred fifty days after a fire or other casualty.

The rights of Landlord and Tenant to terminate this Lease in the event of a fire or other casualty are subject to the following notice provisions: Within thirty days after the occurrence of a fire or other casualty, Landlord shall notify Tenant of Landlord's election to terminate this Lease in accordance with the preceding paragraph. Tenant shall notify Landlord of Tenant's election to terminate this Lease in accordance with the preceding paragraph (i) within thirty days after the occurrence of a fire or casualty or (ii) within thirty days after the expiration of the 150-day period given to Landlord to repair the Premises if this Lease is not terminated and Landlord fails to complete such repair within said 150-day period, as the case may be. Any such termination of this Lease by Landlord or Tenant shall be effective no earlier than thirty days after giving of notice. Unless terminated pursuant to the forgoing provisions, this Lease shall remain in full force and effect, subject, however, to other provisions of this section 7.1.

If any damage to the Premises or Building or the repair of either or both by Landlord (i) renders any part of the Premises unfit for use and occupation by Tenant and otherwise materially interferes with Tenant's use and occupancy of the Premises, or (ii) causes a material cessation or reduction in the services to be provided by Landlord under this Lease (even if Tenant may continue to use and occupy the Premises), the Rent or a just portion of the Rent shall be abated until the Premises and/or such services have been restored as required hereunder.

7.2 Eminent Domain

If all or any substantial part of the Premises or the Building is taken for any public or quasi-public use under governmental law or by right of eminent domain (the "Taking"), this Lease shall terminate at the election of Landlord, which may be made notwithstanding that Landlord's entire interest in the Building may have been divested. Tenant may also elect to terminate this Lease if the Taking would materially interfere with Tenant's use and occupancy of the Premises (even if the Premises and Building are reconstructed by Landlord to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Tenant determines, in Tenant's reasonable business judgment, that any reconstruction of the Premises and/or the Building necessary for Tenant's use and occupancy of the Premises in accordance with the terms of this Lease cannot, in ordinary course, be expected to be completed by Landlord within one hundred fifty days from the date of the Taking, or (ii) Landlord, having elected not to terminate the Lease, fails to complete such reconstruction within one hundred fifty days after the Taking.

The foregoing rights of Landlord and Tenant to terminate this Lease in the event of a Taking shall be subject to the following notice provisions: Within thirty days after a Taking of all or a substantial part of the Premises or the Building, Landlord shall notify Tenant of Landlord's

election to terminate the Lease in accordance with the preceding paragraph. Tenant shall notify Landlord of Tenant's election to terminate the Lease within thirty days after the expiration of the 150-day period given to Landlord to restore the Premises after a partial Taking if this Lease is not terminated and Landlord has failed to complete such restoration within said 150-day period, as the case may be. Any such termination of the Lease by Landlord or Tenant shall be effective no earlier than thirty days after the giving of notice. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect, subject, however to other provisions of this section 7.2.

If Landlord does not elect to terminate this Lease after a Taking, or if the Taking effects less than all or a substantial part of the Premises or the Building, Landlord shall proceed with diligence to establish and collect all valid claims that may have arisen against the Taking authority or others and, subject to the then-applicable building codes, zoning ordinances, and other legal requirements, Landlord shall proceed with diligence to restore the Premises and the Building, or their remains, as nearly as practicable to their condition before such Taking, at Landlord's sole expense, subject, however, to the extent of the proceeds from the Taking.

If any taking of the Premises or the Building, or the restoration of either or both by Landlord, (i) reduces the Usable Area of the Premises, (ii) renders any part of the Premises unfit for use and occupancy of the Premises, or (iii) causes a material cessation or reduction in the services to be provided by Landlord under this Lease (even if Tenant may continue to use and occupy the Premises), the Rent or a just portion of the Rent shall be abated until the Premises, or their remains, and/or such services are restored as required by this Lease. In the case of a Taking that reduces the Usable Area of the Premises, interferes with Tenant's use and occupancy of the Premises, or materially diminishes Landlord services on a permanent basis, a just portion of the Rent shall be abated for the remainder of the Term.

Landlord reserves all rights to any damages or compensation payable by reason of any Taking, and Tenant grants to Landlord all of such Tenant's rights to such damages or compensation, and covenants to execute and deliver such further instruments as Landlord may from time to time request to obtain such damages or compensation, provided, however, that Tenant reserves for Tenant any award specifically reimbursing Tenant for moving or relocation expenses, and any other award, the payment of which does not diminish the amounts otherwise payable to Landlord.

ARTICLE VIII: INDEMNIFICATION AND INSURANCE

8.1 Indemnification of Tenant by Landlord

Landlord shall indemnify, save harmless, and defend Tenant from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Premises, Building, or appurtenant areas if caused by any negligence, breach of this Lease, or willful misconduct of Landlord or Landlord's employees, agents, contractors, servants, or invitees. This indemnity and hold harmless agreement includes indemnity against all costs, expenses, and liabilities incurred by Tenant in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel employed by Tenant.

Without limiting the foregoing, the Landlord agrees to indemnify the Tenant against and hold the Tenant harmless from any claim, loss, damage, cost, or liability for any brokerage commission or fee, owed to any broker employed by the indemnifying party that may be asserted against the

Tenant in connection with this Lease. All indemnities in this Section 8.1 shall survive the Expiration Date of this Lease.

8.2 Insurance Coverage to be Maintained by Landlord

At all times during the Term, Landlord, at Landlord's sole cost and expense, shall keep in force commercial general liability insurance policy insuring Landlord against all claims and demands for personal injury or damage to property that may be claimed to have occurred upon or about the Premises, Building, or appurtenant areas. This policy shall be written on an occurrence basis to provide protection in an amount not less than \$2,000,000 combined-single-limit for personal injury, death, and property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring performance by Landlord of the indemnity agreement set forth in section 8.1. This policy also shall name Tenant as an additional insured, but only if (i) Tenant occupies at least twenty percent of the tenanted portion of the Building using Landlord's generally applicable standard of measurement, or (ii) the Usable Area of the Premises exceeds 20,000 square feet.

Landlord also shall maintain casualty insurance for the Building (including all fixtures and equipment installed by Landlord, and all alterations and additions made by Landlord) insuring Landlord against loss or damage caused by fire and other risks that are customarily comprehended by the term "all-risks" in endorsements of insurance policies (with such additional endorsements as may be necessary to include coverage for vandalism and malicious conduct, floods, boiler explosions, water damage from boilers, plumbing, etc., earthquakes, debris, removal, and demolition) in an amount equal to one hundred percent of the replacement cost of the Building and the Building's fixtures and equipment.

Each insurance policy shall be taken out with insurers qualified to do business in the Commonwealth and shall have only such deductibles as are reasonable and customary.

On or before the commencement of the Initial Term, Landlord shall provide Tenant with a certificate of insurance, in a form reasonably satisfactory to Tenant, for each required policy of insurance, and shall provide Tenant with a certificate evidencing renewal of each such policy at least twenty days before the policy's expiration. If Tenant is named as an Additional Insured under Landlord's commercial general liability insurance policy, the policy also shall contain an endorsement providing that the policy may not be canceled, terminated, reduced, or changed in any material respect without at least twenty days prior written notice to the Tenant.

8.3 Tenant's Self-Insurance

Landlord and Tenant acknowledge and agree that Tenant is self-insured and that Tenant is not required by this Lease to procure or maintain insurance of any kind for payment of damages to Landlord or any other party. Notwithstanding any other provision of this Lease, but subject to the provisions of section 13.1, Tenant's liability for injuries to persons or property is governed by the provisions of G.L. chapter 258 or any successor statute.

8.4 Tenant's Personal Property, Assumption of Risk

All of the furnishings, equipment, effects, and personal property of every kind and nature of Tenant, and of all persons claiming by, through, and under Tenant, that, during the Term of this Lease, may be on the Premises or in the Building is at the sole risk and hazard of Tenant, except for damage or loss caused by the negligence, breach of this Lease, or willful misconduct of

Landlord. If the whole or any part of such personal property is destroyed or damaged by fire, water, or other casualty, no part of such loss or damage is to be charged to or to be borne by Landlord, unless such loss or damage is due to the negligence, breach of this Lease, or willful misconduct of Landlord.

ARTICLE IX: DEFAULT

9.1 Event of Default of Tenant

Each of the following events is an “Event of Default” by Tenant under this Lease:

- (a) Tenant fails to pay, when due, any sum of money due to Landlord by Tenant under this Lease, whether such sum be an installment of Rent or any other payment or reimbursement, and such failure continues for a period of ten business days after written notice from Landlord.
- (b) Tenant fails to comply with any other obligation or covenant of Tenant under this Lease, and fails to cure such failure within thirty days after receiving written notice from Landlord specifying such failure, or for those failures that cannot be cured within such thirty-day period and thereafter fails to diligently pursue such cure to completion.
- (c) Any warranty, representation, or statement made by Tenant in this Lease is incorrect or misleading in any material respect on the date made.

9.2 Remedies of Landlord

Upon the occurrence of an Event of Default by Tenant, in addition to the remedies described in section 9.3 and any other remedies available to Landlord at law or in equity, Landlord has the right to terminate this Lease upon not less than sixty-days prior written notice to Tenant; provided, however, that in the case of a non-monetary Event by Default by Tenant that poses an immediate threat to the health or safety of persons or property, said sixty-day notice period may be reduced to ten days. Upon such termination, this Lease shall come to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, and Tenant shall then quit and surrender the Premises of Landlord as provided in section 6.7, but Tenant shall remain liable for damages arising out of such Event of Default, as provided in this Lease.

Upon termination of this Lease by Landlord pursuant to this section 9.2, Tenant shall pay to Landlord the Rent payable by Tenant to Landlord up to the Expiration Date, and Tenant shall remain liable for any breach of Tenant’s obligations under this Lease occurring before the Expiration Date. In addition, Tenant shall be liable to pay Landlord, as damages, the aggregate of the Rent remaining in the Term.

The Rent shall be payable by Tenant in the same manner, to the same extent, and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with the net rents actually received by Landlord from a re-letting of the Premises. Net rents shall be determined by deducting from the gross rents, as and when received by Landlord from such re-letting, the reasonable expenses incurred or paid by Landlord in terminating this Lease and the reasonable expenses incurred or paid by Landlord in connection with the re-letting of the Premises that are allocable to the Term. In no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord under this Lease. If Landlord terminates this Lease by reason of an Event of Default by Tenant, Landlord shall be required to take all reasonable steps to mitigate

Landlord's damages, including making reasonable efforts to re-let the Premises, it being understood that any such re-letting may be for a period equal to, shorter, or longer than the Term.

9.3 Cure by Landlord

If Tenant fails to perform any of Tenant's obligations, agreements, or covenants under this Lease, and if Tenant does not cure such failure within thirty days after written notice from Landlord specifying the failure or, for those failures which are incapable of being cured within such thirty-day period, if Tenant fails to commence such cure within said thirty-day period and thereafter to diligently pursue such cure to completion, Landlord, at Landlord's sole option, without waiving or limiting any claim for damages, and at any time thereafter, may perform such obligation of Tenant, provided that Landlord, after notice to Tenant, which may be by telephone, may cure any such failure before the expiration of the waiting period described above if the curing of such breach before the expiration of the waiting period is reasonably necessary to prevent injury or damage to persons or property, including Landlord's interest in the Premises or Building. If Landlord makes any expenditure or incurs any obligation for the payment of money in order to cure a failure to perform by Tenant, such sums paid or obligations incurred, to the extent they are reasonable, shall be due from Tenant to Landlord as additional rent. Landlord shall deliver to Tenant an itemized statement of all costs incurred by Landlord to cure Tenant's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Any additional rent due by reason of such costs shall be paid with the second installment of rent due after such statement is delivered to Tenant.

9.4 Event of Default by Landlord

Each of the following events shall be deemed an "Event of Default" by Landlord under this Lease:

- (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within thirty days after receiving written notice from Tenant specifying such failure, or for those failures which cannot be cured within such thirty-day period, if Landlord fails to commence such cure within said thirty-day period and thereafter to diligently pursue such cure to completion.
- (b) Any warranty, representation, or statement made by Landlord in this Lease is incorrect or misleading in any material respect on the date made.

9.5 Remedies of Tenant

Upon the occurrence of an Event of Default by Landlord, Tenant has the remedies described in section 9.6 below, if applicable, given the nature of the Event of Default, and Tenant has any other remedies available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that it materially interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and Landlord fails to fully cure or eliminate the cause(s) of such Event of Default has occurred, then Tenant also has the right to terminate this Lease by giving Landlord a written Notice of Termination that shall be given at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the date originally fixed for the expiration of the Term, provided, however, Landlord shall remain liable for any breach of Landlord's obligations under this Lease occurring before the date of termination, and Tenant shall be required to comply with the provisions of section 6.7.

9.6 Cure by Tenant

If Landlord fails to perform any obligation, agreement, or condition of Landlord under this Lease, including, but not limited to, failing to make any required repairs or to provide any Building services, and if such failure interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and if Landlord does not cure such failure within thirty days after written notice from Tenant specifying the failure (or, for those failures that are incapable of being cured within such thirty-day period and thereafter fails to diligently pursue such cure to completion), Tenant, at Tenant's sole option, and without waiving or limiting any claim for damages, at any time thereafter may perform such obligation for Landlord, provided that Tenant may cure any such failure before the expiration of the waiting period described above (but after notice to Landlord, which may be by telephone) if the curing of such failure before the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure a failure to perform by Landlord as aforesaid, such monies paid or obligations incurred, to the extent they are reasonable, shall be deemed paid or incurred on behalf of Landlord, and Landlord agrees to reimburse Tenant therefore or save Tenant harmless therefrom. Tenant shall deliver to Landlord an itemized statement of all costs incurred by Tenant to cure Landlord's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Landlord shall promptly pay any outstanding bills for labor and/or materials, and shall reimburse Tenant, within thirty days of demand, for any amount paid by Tenant on behalf of Landlord. In the event that Landlord fails to reimburse Tenant within such period, the amount may be deducted by Tenant from the next or any succeeding payments of Rent due under this Lease.

9.7 Remedies Cumulative

Any and all rights and remedies of Landlord and Tenant under this Lease, at law, and in equity, are cumulative and are not to be deemed inconsistent with each other, and any two or more such rights and remedies may be exercised simultaneously, to the extent permitted by law.

ARTICLE X: MORTGAGE PROVISIONS

10.1 Estoppel Certificate

Within twenty working days from receipt of a written request from Landlord or any mortgagee of the Building, Tenant shall execute and deliver to Landlord a certificate certifying (a) that this Lease Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Lease Agreement is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which the basic rent has been paid, (c) whether or not there are then existing any offsets or defenses against the enforcement of any term hereof on the part of the other to be performed or complied with (and, if so, specifying the same), (d) whether or not there are any defaults under this Lease Agreement (and, if so, specifying the same), and (e) that no notice has been received by such party of any default which has not been cured.

10.2 Subordination

Upon written request of Landlord, Tenant shall subordinate this Lease and its lien to the lien of any future mortgage(s) upon the Premises that is (are) held by a bank, insurance company, governmental agency, or other financial institution (or more than one), provided that Landlord and the holder(s) of such mortgage(s) executes and delivers to Tenant a subordination, non-

disturbance and attornment certificate in a form acceptable to Tenant. The word “mortgage,” as used in this Lease, includes mortgages, deeds of trust, and all similar instruments, and all modifications, extensions, renewals, and replacements thereof.

ARTICLE XI: HOLDING OVER

11.1 Holding Over by Tenant

If Tenant or anyone claiming under Tenant remains in possession of the Premises or any part of the Premises after the expiration of the Term without any agreement in writing between Landlord and Tenant with respect to such possession, then before acceptance of Rent by Landlord, the person remaining in possession is deemed a tenant-at-sufferance. After acceptance of Rent by Landlord, such person is deemed a tenant-from-month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant-from-month-to-month. However, Tenant agrees that Landlord may accept any Rent tendered by Tenant after the expiration or earlier termination of this Lease without prejudice to any claim that Landlord may have for a higher fair-market-rent for the Premises, provided that Landlord gives Tenant written notice of such claim *before* acceptance of Rent. Nothing in this section 11.1 is to be construed to give Tenant a right to remain in possession of the Premises after the Expiration Date.

ARTICLE XII: FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

12.1 Tenant’s Obligations Subject to Appropriations and Authorizations

The fiscal year of the City of Worcester is the twelve-month period ending June 30 of each year. The City receives the funding for this Lease from the Commonwealth of Massachusetts. The fiscal year of the Commonwealth is likewise the twelve month period ending June 30 of each year. Appropriations and authorizations for expenditures by the Commonwealth and the City are made on a fiscal-year basis. The obligations of Tenant under this Lease, and under any amendment to, or extension or renewal of, this Lease, for any fiscal year, are subject to the appropriation and the allotment of sufficient funds to the City and the User Agency.

12.2 Termination of Lease for Lack of Appropriations and Authorizations

If, for any fiscal year during the Term, sufficient funds for the discharge of Tenant’s Obligations under this Lease are not appropriated and authorized, whether by the Commonwealth or the City, then Tenant may terminate this Lease by written notice to Landlord, without any liability whatsoever for damages, penalties, or other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant shall pay all Rent and any other charges due to Landlord for the period before Tenant’s surrender of the Premises, and that Tenant shall comply with the provisions of section 6.7 of this Lease.

ARTICLE XIII: PERSONAL LIABILITY

13.1 Liability of Tenant

No official, employee, or consultant of the City of Worcester shall ever be personally liable to Landlord, or to any successor-in-interest to Landlord, or to any person claiming through or under Landlord for or on account of any Event of Default by Tenant or failure by Tenant to perform any

of Tenant's obligations under this Lease, or for or on account of any amount that may be or may become due under this Lease for the satisfaction of any judgment against Tenant under this Lease, or on any claim, cause, or obligation whatsoever under the terms of this Lease.

13.2 Liability of Landlord

No trustee, beneficiary, partner, director, officer, shareholder, or employee of Landlord shall ever be personally liable to Tenant, or to any successor-in-interest to Tenant, or to any person claiming through or under Tenant for or on account of any Event of Default by Landlord or failure by Landlord to perform any of Landlord's obligations under this Lease, or for the satisfaction of any judgment against Landlord under this Lease, or on any claim, cause, or obligation whatsoever under the terms of this Lease. Tenant shall look solely to Landlord's interest in the Premises, the Building, and the land upon which the Building is located, and to the rents and profits derived from the Premises, the Building and said land for the satisfaction of any claim or judgment against Landlord under this Lease. Notwithstanding the foregoing, nothing in this paragraph shall limit any right that Tenant may otherwise have to obtain injunctive relief against Landlord, or to claim the proceeds of any insurance maintained by Landlord for Tenant's benefit or any condemnation proceeds of any insurance maintained by Landlord for Tenant's benefit or any condemnation proceeds to which Tenant may be entitled under this Lease. In addition, nothing in this section 13.2 shall limit the recourse of Tenant on account of willful fraudulent conduct.

ARTICLE XIV: NOTICE

14.1 Notice

- (a) Unless otherwise expressly permitted under this Lease, all notices or other communication required or permitted to be given under this Lease must be in writing, signed by a duly authorized representative of the party giving notice, and given by hand delivery (including without limitation, courier, and overnight delivery service), or mailed by United States certified mail, postage prepaid, return receipt requested.
- (b) Unless otherwise expressly stated in this Lease, notices must be addressed and sent to Landlord at the address appearing for Landlord in section 1.1 and to Tenant at the address appearing for Tenant in section 1.1, with copies to the User Agency at the address of the Premises.
- (c) Under this Article 14, Landlord and Tenant, at any time and from time-to-time, may designate a different address or different addresses to which notices must be sent. Notices sent in this manner are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused.

14.2 Special Notice Where Failure to Reply Results in Consent or Approval

If the consent or approval of Landlord or Tenant is deemed under this Lease to be given to a request or submission following a period of non-reply, such consent or approval is effective only if the outside of the envelope containing the request or submission bears the following legend with the appropriate time period filled in, printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN ____ DAYS SHALL RESULT IN AUTOMATIC APPROVAL.

ARTICLE XV: FORCE MAJEURE

15.1 Force Majeure Event

Whenever this Lease requires performance on or by a fixed date, or within a fixed time or reasonable time, if war, fire, flood, or other casualty, or strike, governmental regulation, weather, or any other event that is beyond the reasonable control of the party whose performance is required (each a “Force Majeure Event”) delays performance, the time for performance shall be extended for a period that is equal to the duration of the delay.

ARTICLE XVI: MISCELLANEOUS

16.1 Entire Agreement

This Lease contains all of the agreements between Landlord and Tenant with respect to the subject matter of this Lease and supersedes all prior writings and dealings between them with respect to this Lease.

16.2 Changes in Lease

None of the Provisions or terms of this Lease shall be deleted, amended, or modified in any manner except by a written instrument signed, sealed, and mutually agreed upon by all parties to this Lease and approved as required by law. No such instrument shall be void for lack of consideration.

16.3 Binding Agreement

This Lease shall bind and inure to the benefits of the parties to this Lease and to their respective representatives, successors, and assigns. All covenants, agreements, terms, and conditions of this Lease shall be construed as covenants running with the land.

16.4 Governing Law

This Lease shall be construed and governed by the laws of the Commonwealth of Massachusetts. Landlord and Tenant agree to bring any Federal or State legal proceedings arising under this Lease, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

16.5 Waiver

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, that would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by any party unless such waiver is in writing and signed by an authorized representative of the party to be bound by such waiver.

16.6 Rights and Remedies Not Exclusive

Unless otherwise expressly stated in this Lease, no mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which Landlord or Tenant may otherwise be entitled, either at law or in equity.

16.7 No Broker

Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesmen, or other person has represented Landlord or Tenant, as the case may be, in connection with the procurement or consummation of this Lease.

16.8 Accord and Satisfaction

No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, and no endorsement or statement on any check of Landlord or Tenant, and no letter accompanying any check or payment from either Landlord or Tenant to the other, shall be deemed an accord and satisfaction, and Landlord and Tenant may accept such check or payment without prejudice to such party's right to recover any balance due with respect to such payment or pursue any other remedy provided in this Lease.

16.9 Debarred Contractors

Landlord agrees that Landlord, during the term of this Lease, shall not accept bids or proposals from, or enter into any contract with, any person or firm for the construction, repair, or maintenance of the Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts or the City of Worcester under any applicable debarment statute or regulation.

16.10 Time of Essence

Time is of the essence to the Lease and to each of its provisions.

16.11 Non-Discrimination in Employment

Landlord shall not discriminate against any qualified employee, applicant for employment, contractor, or person or firm seeking to provide goods or services to Landlord because of race, ethnicity, color, national origin, ancestry, age, gender, religion, belief, physical or mental handicap, or sexual orientation or preference. Landlord shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment.

16.12 Severability

If any provision of this Lease is declared to be illegal, enforceable, or void, then Landlord and Tenant shall be relieved of all obligations under that provision (or the application of that provision under circumstances in which it is illegal or unenforceable), provided, however, that the remainder of this Lease shall be enforced to the fullest extent permitted by law.

16.13 Notice of Lease

Upon request of Tenant, Landlord shall execute and deliver to Tenant a recordable notice of this Lease.

16.14 No Agreement Until Signed

No legal obligation shall arise with respect to the Premises or other matters covered by this Lease until this Lease is executed by Landlord.

16.15 City Employees Barred from Interest

No official, employee, or consultant, of the City of Worcester shall have any personal interest, direct or indirect, in this Lease or in Landlord, or participate in any decision relating to this Lease that affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.

16.16 Paragraph Headings

The paragraph headings in this Lease are for convenience of reference only and in no way define, increase, or limit the scope or intent of any provision of this Lease.

16.17 Riders and Exhibits

Each of the attached Riders and Exhibits is an integral part of this Lease for all lawful intents and purposes.

16.18 Multiple Counterparts

This Lease may be executed in multiple counterparts, each of which is deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single document.

IN WITNESS WHEREOF, the **LANDLORD** and **TENANT** have caused this Lease to be executed by their duly authorized representatives the day and year set forth in Article 1.1.

TENANT:
Recommended:

LANDLORD:

Approved as to legal form:

BY: _____

Assistant City Solicitor

Funds for the FY13 are
available in Account _____.

APPROVED:
City of Worcester

City Manager

SAMPLE