



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



ISSUANCE DATE: March 25, 2022

Christopher J. Gagliastro, MCPPO, Purchasing Agent

REQUEST FOR PROPOSALS ~ RFP No. CR-7787-W2

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
NOTICE TO PROPOSERS**

RFP TITLE: Property Lease – Alternative School / WPS

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

1. Scope: The City of Worcester Public Schools seeks to lease classroom and administrative space for its Alternative School for a period of one year beginning on July 1, 2022 through June 30, 2023 in accordance with the attached requirements and specification of WPS. The contract may be extended for two additional one-year periods at the sole discretion of the City (refer to page 21)

Proposals are due at the City of Worcester Purchasing Department, Room 201, City Hall, Worcester, Massachusetts 01608 no later than 10:00 AM on May 11, 2022.

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

Any inquiries must be submitted in writing to:

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

2. 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).
3. The following meanings are attached to the defined words when used in the RFP.
 - a. The word “City” means the City of Worcester Public Schools, Massachusetts.
 - b. The word “Proposer” means the person, firm, or corporation submitting a proposal in response to these specifications.
 - c. “Lessor” means the Proposer that controls and leases the leases the commercial space to the City.
 - d. “Minimum and Mandatory Evaluation Criteria” means the criteria for determining responsiveness and responsibility considered to be essential for the satisfactory operation by the City and leasing of the space.
 - e. “Comparative Evaluation Criteria” means the criteria for determining the relative merits of both the proposed plans for the commercial space and the proposed Lessor.
4. All proposals and other documents relating to this RFP are subject to the public records provisions of Massachusetts General Laws (M.G.L.), Chapter 30B (c.30B), and shall remain confidential until the time specified in c.30B section 6(d).
5. All materials submitted by the Proposer become the property of the City of Worcester. The City is under no obligations to return any of the material submitted by a Proposer in response to this RFP.
6. Each Proposer’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.
7. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
8. The City will review and analyze each proposal and reserve the right to interview selected Proposers. The City shall select the Proposer that 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.
9. The Proposer must certify that no official or employee of the City of Worcester has interest in this proposal or in the Contract Agreement which the Proposer offers to execute or in expected profits to arise there from, unless there has been compliance with the provisions of Massachusetts General Law (M.G.L.) Chapter 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.
10. 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. A sample lease agreement is located elsewhere within this RFP for information purposes only.

11. It is understood and agreed that it shall be a material breach of any Contract Agreement resulting from this RFP for the Lessor to discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or medical handicap. The Lessor 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; M.G.L. Chapter 151B, Section 4 (1); and all relevant administrative orders and executive orders.
 - b. If a complaint or claim alleging violation by the Lessor of such statutes, rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Lessor agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.
 - c. In the event of non-compliance with any of the provisions of this RFP on the part of the Lessor, the City shall impose such sanctions as it deems appropriate, including but not limited to termination or suspension of the Contract Agreement.
12. The Lessor shall not assign, transfer, sublet, convey, or otherwise dispose of any Contract Agreement 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 Lessor attempt any of the above without written consent of the City, the City reserves the right to declare the Lessor in default and terminate the Contract Agreement for cause.
13. The award to the successful Proposer may be cancelled in the event of nonperformance as may be determined by the City.
14. 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.
15. No amendment to the Contract Agreement shall be effective unless it is in writing and signed by authorized representatives of all parties and is accepted by the City of Worcester.
16. The Lessor (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 Lessor. The Lessor shall also bear the risk of loss or damage to leased or rented equipment used at the site, however, to such conditions and limitations as may be stated elsewhere in the Contract Agreement.
17. None of the services to be provided by the Lessor pursuant to the Contract Agreement 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 agreement or delegation shall relieve or discharge the Lessor from any obligation or liability under contract except as specifically set forth in the instrument of consent. Any subcontract agreement to which the City has consented shall be attached to the original Contract Agreement on file with the City of Worcester.

18. The Lessor represents that no person, other than bona fide employees working solely for the Lessor, 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 Agreement. For breach or violation of the representation, the City shall have the right to annul the Contract Agreement without liability or in its discretion to deduct from the Contract Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
19. Any Contract Agreement made by the City of Worcester 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 have a part in the placing of such Contract Agreement is financially interested, directly or indirectly, shall be void.
20. The Lessor must be current in taxes and all water and sewer liabilities on any and real estate owned in the City of Worcester, as well as state and federal taxes.

SUBMISSION OF PROPOSALS

Proposal must be submitted in one package according to the instructions below.

A sealed package containing the **original copy** of the proposal **must** be labeled as follows:

**Purchasing Agent, City of Worcester
Property Lease – Alternative School / WPS
455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-7787-W2

Late submissions will be rejected, regardless of circumstances. The City is not responsible for submittals not properly marked.

RFP EVALUATION

1. 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.
2. 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.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

3. 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.

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ **Telephone No.** _____

Home Address _____

Zip Code _____ **Telephone No.** _____

(Note: This Form must be included in the proposal submission)

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

Name

Address

Zip Code

Business Address _____ **Zip Code** _____

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

Phone

Email: _____

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

LIST OF APPENDICES

1. Appendix A – Certificate of Non-Collusion
2. Appendix B – Certificate of Tax Compliance
3. Appendix C – Proposer Entity Disclosure Statement
4. Appendix D – Draft / Sample Lease Agreement

APPENDIX A
Certificate of Non-Collusion

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

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: _____

Date: _____

Title: _____

Address & Email: _____

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

APPENDIX B

Certificate of Tax Compliance

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

Date: _____

Pursuant to M.G.L. Ch. 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Return and Paid ALL Mass. State and City Taxes Required under Law.

Company Name _____

Street and No. _____

City or Town _____

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

Email _____

Social Security No.

or

Federal Identification No. _____

Certified by State Supplier Diversity Office (SDO)

Yes _____ Date of Certification _____

Authorized Signature

APPENDIX C
Proposer Entity Disclosure Statement

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS	ZIP CODE	TEL. #
Business: _____	_____	_____
Home: _____	_____	_____

(2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS	ZIP CODE	TEL. #
_____	_____	_____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____ Zip Code _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

Give the following information regarding Surety Company:

Full Legal Name of Surety Company:

State of Incorporation: _____

Principal Place of Business: _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

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

E.I. Number of Proposer _____

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

Authorized Signature of Proponent:

Title: _____

Date: _____

Real Property Disclosure Statement For Transactions with a Public Agency ~ M.G.L. c. 7C, s. 38

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

_____ Lessor/Landlord _____ Lessee/Tenant
_____ SELLOR/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 then percent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) as 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>
_____	_____
_____	_____

- (6) None of the above-named persons is an employee of the Division of Capital Asset Management & Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below. (Check NONE if none)

_____ NONE

<u>NAME</u>	<u>POSITION</u>
_____	_____
_____	_____

Signed under the penalties of perjury. _____

_____ Date: _____

Acquisition of Real Property via Lease for Worcester Public Schools / RFP #: CR-7787-W2

The Worcester Public Schools is seeking proposals from qualified parties for the lease of property. This property is to be leased to the Worcester Public Schools for its use, as described in this Request for Proposal (RFP). Any proposed sub-lease is at the sole discretion of the Worcester Public Schools. Currently, Worcester Public Schools leases space, owned by the Diocese of Worcester at 22 Waverly St., for the Alternative School, a public school program. This program is designed for students, aged 13 – 22 years, with severe emotional and behavioral challenges.

1. Snow removal in the parking area and driveway(s) controlled/occupied/used by Worcester Public Schools will be the responsibility of the Worcester Public Schools.
2. Lawn maintenance, i.e. lawn mowing, will be the responsibility of the Worcester Public Schools.
3. Traditional custodial care (cleaning floors, changing light bulbs, emptying trash) will be the responsibility of the Worcester Public Schools.
4. Trash removal will be the responsibility of the Worcester Public Schools. The Lessor must allow for the installation of dumpster, trash compactor and/or any other refuse equipment and/or vehicle.

Any property considered must comply with IDEA 2004, M.G.L. 71B, 603 CMR Section 18.00 AND section 28.00.

This RFP seeks to address the need for administrative space, classroom space, and parking needs for students and staff.

Term

One (1) year period commencing on July 1, 2022 as per the attached requirements and specifications listed. This contract may be renewed for a second and third one (1) year period at the sole discretion of the City of Worcester, the option of which to be determined at the end of the current contract year.

Rule for Award

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

Minimum and Mandatory Evaluation Criteria

All proposals must satisfy and accept each of the minimum criteria noted below in order to be considered for further evaluation. Proposals shall include information demonstrating compliance with each of these criteria by number.

Minimum Criteria:

1. Location must be within the City of Worcester. Must be on WRTA route
2. Property must be owned or solely controlled by proposer by July 1, 2022.
3. Building (s) sole tenant is the Worcester Public Schools
4. Parking area must be space for Worcester Public Schools exclusive use. Must have a minimum of 28 parking spaces which includes 2 handicapped spaces.
5. Building(s): By July 1, 2022, space as described below:
 - Certificate of Occupancy as a school with a Cafeteria
 - Adequate (by Code) electrical/data outlets for educational and vocational (110/220v) use and data systems
 - Adequate (by Code) lighting for educational classrooms and offices
 - Adequate space for classrooms and programming for, up to 300 students
 - Separate male and female bathrooms. The number of toilets and handwashing facilities must be adequate (by Code)
 - One partitioned shower
 - Laundry connections for the installation of heavy duty washer/dryer
 - Separate private space for medical services
6. Property must be zoned for intended use. Property must meet or exceed all local codes and regulations for intended use.
7. Property must be served by all necessary utilities to support the population as described, (e.g. sewer/septic, water, electric, gas and adequate fiber network connections for Worcester Public Schools telecommunications). All utilities must be metered separately and charged to the Worcester Public Schools
8. Lessor will maintain the property, including the lot, throughout the contract period (e.g. repair of ruts, potholes, cracks, etc.).

9. Lessor must allow for the installation of video cameras to provide surveillance of interior and exterior of property. Installation and maintenance will be the responsibility of the Worcester Public Schools.

10. Office space and common areas must have heat and air conditioning to maintain temperature between 68° - 72°.

11. Property must be available to the Worcester Public Schools on July 1, 2022.

12. Insurance requirements

12.1 The successful bidder shall obtain and maintain insurance, at its own expense, during the lease Term, including any extension. Said insurance shall be sufficient to protect the successful bidder from claims that may arise or result from its ownership of the property, including all improvements. Said insurance shall be no less than:

12.2 Commercial General Liability insurance with a combined single limit of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate. Said insurance shall be on an occurrence basis. There shall be no deductible. The City of Worcester shall be named as additional insured with regards to all claims, injuries or damages to the extent the same is caused by the Lessor's negligence or wrongdoing. A waiver of subrogation favoring the City shall be included in the policy.

12.3 Worker's Compensation Insurance, including Employer's Liability Insurance in accordance with the laws of the Commonwealth of Massachusetts.

12.4 The Certificate Holder shall be the Purchasing Agent, 455 Main Street, Worcester, MA 01608 and the Superintendent, Worcester Public Schools, Durkin Administration Building, 20 Irving St., Worcester, MA 01609. The insured shall be required to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation.

12.5 Each policy of insurance required herein shall be in a form and with a company reasonably satisfactory to City that is authorized to do business in the Commonwealth of Massachusetts having a Best rating of A- or better. The successful bidder shall furnish a certificate of insurance to the Purchasing Agent as required herein in a form reasonably satisfactory to the City prior to the execution of this Lease and thereafter upon request by Purchasing Agent. The successful bidder shall further provide such additional information regarding such coverage as City may reasonably request

13. All building maintenance and repair, including but not limited to, all roof, HVAC, elevators, fire systems, plumbing, electrical and structural are the responsibility of the Lessor.

14. All life safety issues must be addressed within 48 hours of lessee's report.

15. Lessor must provide and install an intrusion alarm system to service the premises. The system must, at minimum, include motion detectors and contact alarms for all doors which envelope leased space and operable windows. The intrusion alarm system must be connected to the Worcester Public Schools intrusion alarm vendor. All maintenance of the intrusion alarm is the responsibility of the Lessor.
16. All responses must include a written description of the property, i.e. address, assessed value and conceptual drawings or site photographs, which include the proposed layout of all vehicles and building(s).

Comparative Evaluation Criteria

Each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated according to the Comparative Evaluation Criteria in order to determine the relative merits of each proposal. The review will cover the objectives listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of "Highly Advantageous," "Advantageous," "Not Advantageous"

1. Proximity to Public Transportation

Highly Advantageous	WRTA Bus stop is directly in front or adjacent to the property
Advantageous	WRTA bus stop is less than ¼ mile from the property
Not Advantageous	WRTA bus stop is within ¼ to ½ mile from the property

2. Capacity of Property

Highly Advantageous	Proposed lease premises have the capacity to conform to mandatory criteria, on July 1, 2022, additional separate space for vocational programs
Advantageous	Proposed lease premises have capacity to conform to mandatory criteria, on July 1, 2022
Not Advantageous	Proposed lease premises have capacity to conform to mandatory criteria one month prior to the start of the 2022/2023 school year

3. Buildings

Highly Advantageous

- All advantageous criteria listed below
- Flexible configuration space which would allow for expanding and contracting of number of in-office staff
- One administrative office which includes contiguous conference room
- Conduit connection is available and has space for the district to connect district fiber to nearest electric pole/city utilities
- Separate Interior space for storage of building maintenance and grounds equipment i.e. mower, snow blowers, etc.

Advantageous

- Aerial connection is necessary to connect school district fiber to nearest electric pole/city utilities
- Separate administrative offices
- Storage for custodial supplies, office supplies, etc.
- Conference/training room
- Separate male/female staff bathrooms which are not shared with students
- Workshop and storage space for vocational programming

- Separate exterior space for storage of building/maintenance and grounds equipment, i.e. mowers, snow blowers, etc.

Not Advantageous

- Shared male/female staff bathrooms for staff and students
- Storage area for custodial supplies, office supplies needs to be constructed
- Storage space for building/maintenance and grounds equipment, i.e. mowers, snow blowers, etc. needs to be constructed
- Workshop and storage space for vocational programming needs to be constructed
- Separate administrative offices need to be constructed

PRICING PAGE – ONE (1) YEAR CONTRACT 2022-2023, WITH TWO ONE (1) YEAR RENEWAL OPTION

YEAR	DATE	DESCRIPTION	ANNUAL PAYMENT
1	2022-23	Property Lease as per the requirements and specifications contained herein.	\$ _____ * Annual

*Low price to be based on the total annual cost for first contract year

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the second contract year

In no event will increase exceed _____ % for the third contract year.
(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND AND THIRD YEAR OPTION, PLEASE INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second and third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

APPENDIX D – *SAMPLE LEASE AGREEMENT*

LEASE AGREEMENT

This Lease Agreement executed this ____ day of _____, 2020, by and between the City of Worcester, a duly organized Massachusetts municipal corporation acting by and through its Worcester Public School Department (hereinafter “Lessee”) and _____ at _____ Street, Worcester, MA (hereinafter “Lessor”).

WITNESSETH:

WHEREAS, Lessor owns real property located at _____, (hereinafter “the Property”), which includes the _____ also known as the _____ Building, and an adjacent parking lot at _____ Worcester; and

WHEREAS, the Lessee, desires classroom and administrative space, as well as additional parking for its Alternative School location; and

WHEREAS, Lessor wishes to lease _____ square feet and adjacent parking area to the Lessee for the purposes set forth in RFP No. _____; and

WHEREAS, on _____, the Worcester School Committee approved a ten (10) year lease with the Lessor for the uses set forth herein; and

WHEREAS, the Lessee has issued a Request for Proposals pursuant to G.L. c. 30B, Sec.16, and the Lessor has been determined to be the most advantageous proposer;

NOW THEREFORE, the parties hereto agree as follows:

1. **Leased Premises.**

- 1.1 Lessor does hereby lease to Lessee, upon the terms and conditions set forth herein, (a) the exclusive use of the buildings at _____, a total of approximately _____ square feet, for classrooms, office space, breakroom, bathrooms and related open areas, closets and corridors, as further described at Exhibit A, attached hereto and incorporated herein, (b) exclusive use of twenty eight (28) parking spaces (“Parking Spaces”) at the _____ Street (“Parking Lot”), depicted at Exhibit B, attached hereto and incorporated herein, and (c) use, in common with others entitled thereto, the hallways, stairways, elevators and related spaces needed for reasonable access to the areas set forth in (a) and (b). Collectively, the areas described in this Section 1.1 shall be referred to as “the Leased Premises.”
- 1.2 Each Party bears the risk of loss or damage to its property, except if the loss or damage is caused by the non-owning Party’s gross negligence or intentionally wrongful act.

- 1.3 Lessor shall provide and maintain all necessary mains, conduits, and other facilities for the supply of water (hot and cold water in all restrooms), electricity (minimum rating of 200 AMPs and sufficient to power computers, printers and other equipment), natural gas, telephone service, and sewerage service to the Leased Premises. Lessor shall also provide and maintain a fire suppression sprinkler system for the Leased Premises.
- 1.4 Lessor shall pay all utility charges including water, sewer service, and electricity, heating ventilation and air conditioning ("HVAC"), during the Term.
- 1.5 Lessor shall maintain and keep the Leased Premises in good repair and condition and in a manner appropriate for use by elementary school students and teachers. Notwithstanding the foregoing, Lessee shall provide janitorial services to the portions of the Leased Premises that are occupied by WPS, including keeping the restrooms and changing areas clean and in a sanitary condition, fully stocked with toilet paper and paper towels. The Lessor shall maintain such interior areas at a minimum winter temperature of sixty-eight (68) and a maximum summer temperature of seventy two (72) degrees Fahrenheit. Lessor shall daily remove and dispose of all trash, garbage and refuse.
- 1.6 The Lessor shall reasonably secure the interior portions of the Leased Premises to prevent access by unauthorized persons, including a building security system. Lessor shall provide Lessee with key(s) or other means of access (e.g., pass-card) to the said interior portions of the Leased Premises.
- 1.7 Lessor shall provide and maintain, at Lessor's expense, electric lighting at the Parking Lot so as to illuminate the Parking Spaces during non-daylight hours.
- 1.8 Lessor shall maintain and keep the Parking Lot, including the Parking Spaces, in good repair and order and in a manner appropriate for use by motor vehicles and pedestrians. Without limiting the foregoing, Lessee shall remove snow from the entrances, exits, walkways and the Parking Lot, and keep the same reasonably free of trash and litter.

2. **Term.**

- 2.1 The term of this Lease Agreement shall be from November 1, 2020, through August 31, 2030, unless earlier terminated in accordance with the terms and conditions herein. Time is of the essence for this Lease.
- 2.2 Lessee shall have access to the Leased Premises 24/7 for the full Term. Normal school hours are from 6:00 am to 5:00 pm, Monday through Friday. The Lessee shall have the option to operate at additional hours, including weeknight and weekend hours.
- 2.4 At the expiration or earlier termination of this Lease Agreement, the Lessee shall quit and surrender to the Lessor the Leased Premises, delivering all keys to the Leased Premises, and removing all Lessee's equipment and effects from the Leased Premises.

3. **Rent.**

- 3.1 Rental Fee. During the Term, Lessee shall to pay the Lessor as consideration for the rights and privileges granted it hereunder, the amount set forth below:

<u>Year</u>	<u>Monthly Rent for Leased Premises</u>	<u>Total Annual Rent</u>
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- 3.3 Lessee shall make payments to Lessor quarterly, due on July 1, October 1, January 1 and April 1 of each year.

4. **Maintenance/Repairs/Improvements.**

- 4.1 Lessee. Lessee shall make no material alterations in the Leased Premises without the prior written consent of Lessor.

- 4.1.1 The Lessee may, in its sole discretion, make repairs and perform maintenance on the Leased Premises if Lessor fails to do so after notice of the need for such repairs/maintenance from Lessee. Lessor shall reimburse Lessee for Lessee's costs, including but not limited to the right to deduct the cost of such repairs and/or maintenance from its Rental Fee.

- 4.2 Lessor. Lessor shall perform alternations, maintenance, repairs and improvements (collectively "Repairs") to the Leased Premises at its sole cost as may be necessary and prudent and further in accordance with other provisions of this Lease Agreement. Said Repairs shall be performed at times and in a manner to minimize the interference with Lessee's use herein.

- 4.3 Lessor acknowledges and agrees that the use of the Leased Premises is integral to the health and education of WPS students, as well as a requirement of the Commonwealth's Department of Education, and that the availability of the Leased Premises each and every school day is a material requirement of this Lease Agreement. Similarly, the availability of the Parking Spaces is important for the convenience and safety of the WPS staff and a material requirement of this Lease Agreement.

- 4.3.1 If the Leased Premises are damaged, in whole or in part, or in any way not fully usable as set forth in this Lease Agreement, Lessor shall immediately inform Lessee (a) in accordance with the Notice provision below, *and further* (b) of the damage by notice not later than two (2) hours after its discovery by both email and cell phone or telephone to the Worcester School Superintendent and the Alternative School Principal. Lessee shall provide Lessor with updated email and cell/telephone numbers. The information provided by Section 4.3.1(b) shall include the nature of the damage, and a contact person (name, title, email and telephone (land or cell)) so that the Lessee may obtain accurate and prompt additional information. The information provided by Section 4.3.1(a) shall also include the time period Lessor estimates it will take to repair the damage.

- 4.3.2 Without limiting the generality of Section 4.2, Lessor shall perform non-emergency Repairs during non-school hours (for example, during school vacation periods, weekends, evenings and nights) and shall perform emergency Repairs expeditiously and in a manner to facilitate Lessee's uninterrupted use of the Leased Premises.
- 4.3.2.1 If the Leased Premises for reasons beyond the control of Lessor (e.g., damage caused by extraordinary weather but not caused by failure to perform regular maintenance and repairs) becomes untenable and Lessor has not provided Lessee with written assurance of repair or restoration within ten (10) calendar days, Lessee may, at its option and provided that Lessee also did not in any way cause or contribute to such untenable condition, terminate this Lease Agreement, or any portion thereof, by giving Lessor written notice thereof. Alternatively, at Lessee's option, Lessee may suspend this Lease Agreement, or any portion thereof, for the period of such disability and the bi-monthly rental payment shall be suspended as set forth in Section 4.4 below. Under this subsection only, the option to suspend or terminate the Lease shall be the Lessee's sole remedy for damages incurred under this Section.
- 4.3.2.2 If the Leased Premises for reasons within the control of Lessor (e.g., damage caused failure to secure, maintain or repair, reasonably prepare for foreseeable weather conditions) becomes untenable and Lessor has not provided Lessee with written assurance of repair or restoration within five (5) consecutive days, Lessee may, at its option and provided that Lessee did not in any way cause or contribute to such untenable condition, upon written notice to the Lessor, suspend or terminate the Lease Agreement, in whole or in part, and seek such remedies and damages as it may have at law or equity. Notwithstanding the provision above, if the Leased Premises becomes untenable under this Section for more than ten (10) days aggregated over a fiscal year, then the Lessee may, upon written notice to the Lessor, suspend or terminate the Lease Agreement, in whole or in part, and seek such remedies and damages as it may have at law or equity.
- 4.4 The Rental Fee shall be reduced on a prorated basis for any and all days during which the Worcester Public Schools are in session and the Leased Premises, or any portions thereof, is unable to be used in the manner set forth herein.
- 4.5 Notwithstanding the above Section 4.3, if Lessor determines that a capital improvement project what includes the Leased Premises is appropriate and must be performed during the period that the Worcester Public Schools are in session, it shall notify the Lessee in writing, by its Superintendent of Schools, not later than January 1 prior to the academic year (commencing in August of the same calendar year) during which it will cause such capital improvement project to take place, *or*, within three (3) days after the Lessor's final vote authorizing the capital improvement project, whichever occurs first, in order to provide Lessee time to mitigate its losses by seeking an alternative location. Lessor's notice shall include the dates during which the Leased Premises, or any portion thereof, will be unavailable, and such additional information as the Lessee may reasonably require. The Lease Agreement shall be suspended (in whole or in part) and the Rental Fee shall be suspended or reduced in accordance with Section 4.4, above. If said period exceeds twenty one (21) calendar days, the Lessee may, in its sole discretion, declare the Lease Agreement suspended for the full fiscal year, to re-commence the following fiscal

year, or alternatively, terminate the Lease Agreement. Lessor's compliance with the requirements of this provision shall not be deemed a waiver of Lessee's rights to recover its damages if the period the Leased Premises is unavailable, in whole or in part, exceeds twenty one (21) calendar days in any fiscal year.

- 4.6 Lessor shall install and maintain emergency lighting along all paths of egress, restrooms and common areas. Lessor shall install (where necessary) and maintain doors with working locks for all office and classroom space. Locks shall be cylinder lockset and use interchangeable core cylinders to allow immediate re-keying of lock, keyed to WPS space master, at all storage and equipment rooms, Lessee entry doors and individual office and classroom spaces. Lessor shall further furnish and maintain closers and panic bars as required by Code. For areas identified by the Lessee, the Lessor shall provide and install interchangeable core cylinders not keyed to the building master.
- 4.7 Lessor shall 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 in restrooms and along egress paths), as required by applicable codes and regulations.
- 4.8 All walls and doors within the interior portions of Leased Premises shall be full height. All entry doors shall contain a sidelight. All classroom floor finishes shall be vinyl composite tile or carpet.
- 4.9 Lessee may install an internal signage system, including room numbers and names with interchangeable inserts.
- 4.8 Lessor shall provide Lessee with reasonable access and space in its main distribution frame (MDF) room in order to establish and maintain telephone and network equipment. Lessor shall make conduit space available to Lessee to run telephone and network lines from the MDF to the Leased Premises.

Lessor acknowledges that if there is a line of sight to another WPS facility, the district may deploy a building to building wireless solution. If a line of sight does not exist, the Lessor shall permit the Lessee to mount an external wireless antenna on the exterior of the Property at a location that has a direct line of sight to a WPS facility. To facilitate this installation and maintenance, the Lessor shall provide Lessee access to ceiling or conduit to run a network line from the external antenna to the MDF or Leased Premises.

Lessor will allow Lessee to deploy a wireless network to provide network connectivity to all computers with access points mounted on the wall or ceiling, as the Lessee may elect.

5. **Eminent Domain, Condemnation.**

- 5.1 If a material portion of the Leased Premises is substantially damaged by fire or other casualty, or be taken by eminent domain, or condemned, Lessor may elect to terminate this Lease Agreement, by giving written notice to Lessee within ten (10) days after such fire, casualty, condemnation or taking. When such fire, casualty, condemnation or taking

does not render the Leased Premises, access thereto, substantially unsuitable for their intended use, an equitable and proportionate reduction of the Rental Fee shall be made. Lessee may elect to terminate this Lease Agreement if:

- (a) Lessor fails to give written notice within ten (10) days of its intention to restore the Leased Premises, or
- (b) Lessor fails to restore the Leased Premises, including access thereto to a condition suitable for its intended use within thirty (30) days of said fire, condemnation casualty, or taking.
- (c) Lessee may terminate this Lease Agreement if a substantial portion of the Leased Premises is substantially damaged by fire or other casualty, is taken by eminent domain or is condemned during the last two (2) years of the Term.

6. Indemnification.

- 6.1 To the full extent allowed by law, Lessor does and shall hereby indemnify and hold harmless Lessee, and its officers, employees, students and invitees, from and against any and all asserted claims and liabilities of every kind and nature, whatsoever, arising during the term of this Lease Agreement and such further time as it may be extended, formally or informally, or arising from or otherwise relating to activities occurring on the Leased Premises including without limitation, those for bodily injury (including death), property damage, those arising from any breach or default by Lessor in the performance or observance of any agreement on its part pursuant to the terms and conditions of this Lease Agreement, or from any act or omission of Lessor or any of its officers, clients, volunteers, affiliates, contractors, invitees or agents, or the respective employees of any of the foregoing and any and all actions, suits, proceedings, claims, demands, judgments, assessments, costs, liabilities and expenses, including without limitation by enumeration, attorney's and/or consultant's fees incident to any matter to which the foregoing indemnity relates. This provision shall survive the termination or expiration of this Lease Agreement.

7. Insurance.

- 7.1 Lessor shall insure the Leased Premises as sufficient to protect it and Lessee from claims which may arise or result from the use and occupancy of the Leased Premises, and further to protect its employees, clients, volunteers, affiliates, contractors, invitees and agents. Lessor shall provide Lessee with a certificate(s) of insurance evidencing compliance with coverage. The type and amount of coverage shall not be less than the following, additional coverage may be required as per the RFP specifications:
 - (a) Public Liability Insurance – occurrence basis, \$1,000,000 per incident/\$2,000,000 per occurrence, and Lessor's insured shall include a waiver of subrogation in the policy denying subrogation against the Lessee; and

- (b) Property Damage Insurance – occurrence basis, \$1,000,000 per incident/\$2,000,000 per occurrence, and Lessor's insured shall include a waiver of subrogation in the policy denying subrogation against the Lessee; and
- (c) Workers Compensation - in accordance with Massachusetts law; and
- (d) Lessor shall carry the above referenced insurance with an insurance company reasonably satisfactory to Lessee which shall further save Lessee 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 any neglect, default or omission, or want of proper care, or misconduct on the part of Lessor or for anyone of Lessor's employees, agents or contractors during the term of this Lease Agreement. Insurers shall be responsible, authorized to do business in Massachusetts and have a Best rating of A- or better. Lessee shall further provide such additional information regarding such coverage as the Lessor may reasonably request.
- (e) The Certificate Holder shall be the Superintendent of Schools, 20 Irving Street, Worcester, MA 01609. The insurer shall be required to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation. Lessor shall be identified as an additional insured for all Commercial General Liability (public liability and property damage) coverage. In no event shall Lessor have liability for any premiums charged for such coverage.
- (f) With the execution of this Lease Agreement, Lessor shall deliver to Lessee certificates from the insurer evidencing that the insurance policies required in the above paragraphs have been issued to Lessor. The certificates must be in a form satisfactory to Lessee.

8. **Covenants and Representations.**

- 8.1 Lessor represents to the Lessee that Lessor is the record owner of the Property, including the Leased Premises, and has full right and title to lease the Leased Premises to Lessee under this Lease Agreement.
- 8.2 Lessor represents to the Lessee that, as of the date of execution of this Lease Agreement, Lessor has full power and has taken all necessary action to authorize the execution, delivery and performance of this Lease Agreement, and this Lease Agreement constitutes a legal, valid and binding obligation of Lessor and is enforceable in accordance with its terms.
- 8.3 Lessor represents to the Lessee, to the best of its knowledge, the Leased Premises is in conformity with all applicable laws, ordinances, rules and regulations of the appropriate

governmental authorities. Without limiting the foregoing, the Leased Premises shall be free of barriers preventing access by handicap persons. Lessor further certifies that any and all hazardous substances within the _____ Building and within the Property pose no threat or risk to public health.

- 8.4 Lessee represents to the Lessor that, as of the date of execution of this Lease Agreement, Lessee has full power and has taken all necessary action to authorize the execution, delivery and performance of this Lease Agreement, and this Lease Agreement constitutes a legal, valid and binding obligation of Lessee and is enforceable in accordance with its terms.

9. **Right of Inspection.**

- 9.1 Lessor may enter upon the Lease Premises at any reasonable time (with as little interruption of Lessee's use of the Leased Premises as is reasonably practicable) for any purpose necessary, identical to, or connected with the performance of any obligations hereunder or in the exercise of its ownership functions of fire, safety, sanitation, or health, or for security purposes, or for inspecting or maintaining the premises. Lessor shall provide written notification of such a necessity to Lessee.

- 9.2 Lessee shall have peaceful and quiet enjoyment, use and possession of the Leased Premises without hindrance or interruption.

10.1 **Notice.**

Notices required by this Lease Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Lease Agreement shall be addressed as indicated below, unless otherwise modified by subsequent written notice.

Lessor:

Lessee:

Superintendent of Schools
Worcester Public School Department
20 Irving Street
Worcester MA 01610

11. **Governing Law.**

- 11.1 This Lease Agreement and all incorporated exhibits are to be construed as a Massachusetts contract, to take effect as a sealed instrument, sets forth the entire

agreement between the parties, is binding upon and inures to the benefit of the parties hereto and may be canceled, modified or amended only by written instrument executed by both Lessor and Lessee. The paragraph headings contained herein are for convenience in reference and are not intended to define, extend or limit the scope of any provisions of the Lease Agreement.

12. **Invalid Provisions.**

- 12.1 In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision.

13. **Compliance with Laws and Regulations.**

- 13.1 The Parties shall comply with any and all laws, ordinances, orders, judgments, decrees, regulations, and requirements of all federal, state, city and other governmental authorities, now or hereafter applicable to the Leased Premises and as to the manner of use of the Leased Premises.
- 13.1 Without limiting the generality of the foregoing, the Lessor represents to the Lessee the Leased Premises are in full compliance with the Americans With Disabilities Act.

14. **No Third Party Beneficiary.**

14. This Lease Agreement is by and between the parties that have executed it. The Parties state that the Lease Agreement is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. To the fullest extent allowed by law, this Lease Agreement is not intended to confer third party beneficiary status on any person.

15. **Assignment and Subletting.**

- 15.1 Neither Party shall, directly or indirectly, assign, sublet, sell or otherwise transfer this Lease Agreement, in whole or in part, or any portion of the Leased Premises, without prior express written consent of the other.

16. **Termination**

- 16.1 Except as otherwise set forth in this Lease Agreement, in the event of a material breach of this Lease Agreement, the non-breaching Party may suspend this Lease Agreement upon written notice delivered to the breaching Party until such time as the breached is fully cured. Said notice of suspension shall be delivered at least ten (10) days prior its effective date. Lessor acknowledges that it may suspend, but does not have the right to terminate this Lease Agreement, except as expressly set forth in this Lease Agreement.

- 16.2 Lessee may terminate this Lease Agreement for its convenience and in its sole discretion upon written notice not later than January 1 (or the next business day thereafter) to be effective not earlier than June 30 of the same calendar year.

17. **Limitation of Damages.**

- 17.1 To the full extent allowed by law, Lessee shall not be liable to Lessor for indirect, consequential, incidental, lost profits, and lost opportunity damages.

18. **Non-Waiver.**

- 18.1 Any waiver of any breach of the terms, conditions and covenants herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent that Party from declaring default for any subsequent breach either of the same term, condition, or covenant or otherwise.

19. **Non-Discrimination.**

- 19.1 Lessor for itself, its legal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of services, products and participation, or be otherwise subjected to discrimination in the use of and accessibility to services and programs within the Leased Premises. Noncompliance with this provision shall constitute a material breach and in the event of such noncompliance Lessor shall have the right to terminate this Lease Agreement and the estate thereby created and re-enter and repossess the premises without liability.

20. **Conflict of Interest.**

The Lessor warrants that it has complied with all provisions of law regarding the award of this Agreement and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer, and shall not during the course of this Lease offer, anything of any value to any employee of the Lessee in connection with this Lease.

The Lessor further warrants that no employee of the Lessee, including unpaid members of City boards and commissions, serves as an officer, director, trustee or employee of Lessor, and that no employees of the Lessee have or will have a direct or indirect financial interest in this Lease.

Violation of this section shall be a material breach of this Lease and shall be grounds for immediate termination of this Lease by the Lessee without regard to any enforcement activities undertaken or completed by any enforcement agency. Termination of this Lease pursuant to this section shall not waive any claims for damages the Lessee may have against the Lessor.

21. **Certifications Required by Law.**

A. The Lessor, by executing this document, certifies the following:

- (i) it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Lease;
- (ii) that no consultant to or subcontractor for the Lessor has given, offered or agreed to give any gift, contribution or offer of employment to the Lessor, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Lessor;
- (iii) that no person, corporation or other entity, other than a bona fide full time employee of the Lessor, has been retained or hired by the Lessor to solicit for or in any way assist the Lessor in obtaining this Lease upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Lease to the Lessor; and
- (iv) that the Lessor, and any consultant to or subcontractor for the Lessor, represents, warrants and certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of the city of Worcester relating to taxes, fees and charges, or is lawfully contesting the validity of the same. The Lessor, and any consultant to or subcontractor for the Lessor, further represents, warrants and certifies that it will remain in such compliance during the term of this Lease, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the Lessee to immediately terminate this Lease pursuant to Section 12(A) above and take any other action authorized by law to collect any amounts due the Lessee.

B. Pursuant to G.L. c. 149, section 148B, and other laws of the Commonwealth and the United States concerning the payment of federal and state income taxes, unemployment compensation and workers compensation, the Lessor and the head of the department recommending approval of this Agreement hereby certify the following under the pain and penalty of perjury.

- (i) The Lessor shall, at all times under this Lease, be free from the control and direction of the Lessee as to the methods used by the Lessor to accomplish the results, or otherwise perform the services, required by the Lease and,
- (ii) Except for making reports, submitting materials and attending meetings, the Lessor shall perform the services required by this Lease outside of all places of business utilized by the department recommending approval of this Lease and that the Lessee shall not provide the Lessor with any office space or furniture, telecommunications or franking privileges, or such other administrative support services unless the same are specifically identified elsewhere in this Lease, and,
- (iii) The Lessor is customarily engaged in an occupation, profession or business of the same nature as this Lease and that the Lessor has disclosed, and the head of the department recommending approval of this Lease has reviewed and accepted documentation provided by the Lessor showing that the Lessor has entered into other similar agreements with third parties or that verify that the Lessor is a bona fide independent contractor who has performed services of the same nature as provided for herein.

22. EXHIBITS

The following exhibits are incorporated into and made a part of this Lease.

Exhibit A – Leased Premises - Interior

Exhibit B - Parking Lot

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

RECOMMENDED

Worcester Public Schools

Superintendent of Schools

Purchasing Division

Purchasing Director

APPROVED AS TO FORM:

CITY OF WORCESTER

Assistant City Solicitor

Edward M. Augustus, Jr.
City Manager

EXHIBIT A

Leased Premises - Interior

A. The interior portions of the _____ Building that comprise the Leased Premises are:

First Floor

TOTAL _____ **sf**

Second Floor

TOTAL _____ **sf**

Square feet (sf) is the measure of “usable area” for the Lessee. For the purpose of this Lease, “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, other building mechanical and equipment areas, janitorial closets, loading platforms, restrooms, etc.

Lease includes dual entrances to the _____ Building with the entrance at _____ Ave. serving as the primary entrance and the entrance at _____ Street as secondary.

Interior space will also include non-exclusive common space, including walkways, corridors, stairways, elevators and the like, as appropriate and convenient.

B. The exterior portions of the Leased Premises are:

Parking Lot

Twenty Eight (28) parking spaces for teachers, staff and visitors. Parking spaces shall include accessible spaces as required by the Massachusetts Architectural Access Board and the American Disabilities Act, including at least one parking space immediately outside the building.

Bus Access

Buses will use the _____ driveway and entrance for student drop off and pick up. Parents will be permitted to use the same driveway for drop off and pick up.

EXHIBIT B

Parking Lot

NOTICE OF LEASE

In accordance with the provisions of G.L. c. 183, § 4, notice is hereby given that City of Worcester, a duly organized municipal corporation acting by and through its Worcester Public School Department (hereinafter “Lessee”) and _____, a Massachusetts corporation with a principal place of business at _____, Worcester, MA 01610 (hereinafter “Lessor”) have executed a lease as follows:

Date of Execution: _____

Description of Leased Premises: The Leased Premises consist of

_____,
Worcester, MA.

The Lessor acquired title to the Property by deeds, recorded with the Worcester District Registry of Deeds, _____

Term of Lease: The term of the Lease Agreement commences on the date of execution and ends ten (10) years thereafter,

Marginal reference requested to:

Witness the execution hereof under seal by the parties to said Lease Agreement:

LESSOR:

LESSEE:

CITY OF WORCESTER

Name:
Title:

Edward M. Augustus, Jr.
City Manager

Maureen Binienda
Superintendent of Schools

Approved as to form:

Assistant City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public personally appeared _____ for _____, proved to me through satisfactory evidence of identification, being (check whichever box applied): ☐ Driver's license or other state or federal government document bearing a photographic image; ☐ Oath of affirmation of credible witness known to me who knows the above signatory, or ☐ My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____ held on _____ Directors were present or waived notice,
(name of corporation) (date)
it was voted that _____ of this company be and hereby is
(officer and title)
authorized to execute contracts and any recordable instrument purporting to affect an interest in real property in the name and on behalf of said company, and affix its Corporate Seal thereto, and such execution in this company's name shall be valid and binding upon this company.

A TRUE COPY,

ATTEST:

Place of Business:

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Name of Officer) (Title)
of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this ____ day of _____, 2016, before me the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

TAX CERTIFICATION

DATE: _____

Pursuant to Mass. G.L. c. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: _____

Print below signature line name and title
of Individual or Corporate Officer (as applicable)

Company Name

Address: _____

Tel No. _____

SOCIAL SECURITY NUMBER
OR
FEDERAL IDENTIFICATION NUMBER