



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



**ISSUANCE DATE: December 7, 2022**

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

**REQUEST FOR PROPOSALS ~ RFP No. CR-7944-W3**

**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 three years beginning on July 1, 2023 through June 30, 2026 in accordance with the attached requirements and specification of WPS. The contract may be extended for two additional three-year periods at the sole discretion of the City (refer to specifications for renewal options)

**Proposals are due at the City of Worcester Purchasing Department, Room 201, City Hall, Worcester, Massachusetts 01608 no later than 10:00 AM on January 18, 2023.**

**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](mailto: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 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-7944-W3**

**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.)

<b>NAMES</b>	<b>ADDRESSES</b>	<b>ZIP CODE</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

(1) If a Proprietorship

Name of Owner: \_\_\_\_\_

<b>ADDRESS</b>	<b>ZIP CODE</b>	<b>TEL. #</b>
Business: _____	_____	_____
Home: _____	_____	_____

(2) If a Partnership

Full names and address of all partners:

<b>NAMES</b>	<b>ADDRESSES</b>	<b>ZIP CODE</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

  

<b>BUSINESS ADDRESS</b>	<b>ZIP CODE</b>	<b>TEL. #</b>
_____	_____	_____

(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)

**NAME**

**RESIDENCE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (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

**NAME**

**POSITION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed under the penalties of perjury. \_\_\_\_\_

\_\_\_\_\_

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

## **RFP #: CR-7944-W3, PROPERTY LEASE – ALTERNATIVE SCHOOL / WPS**

The Worcester Public Schools (WPS), invites proposals to lease classroom space to WPS in accordance with the terms, conditions, and specifications described below.

The purpose of this RFP is to obtain classroom space for the Worcester Alternative School. The space should be able to accommodate approximately 50-100 students and have at least 8 available individual classrooms and be approximately 8,000 sq.ft. with a separate cafeteria space. More detailed requirements are outlined below.

### **Summary of Needs**

The space must be able to be fully configured to meet the needs outlined within the RFP for takeover by the move in date of **July 1, 2023**.

Location:	Worcester, MA Preferred Location: within ¼ mile of an WRTA Bus route
Approximate Space:	8,000 sq.ft.
Type of Space:	At least eight (8) classrooms with a functional kitchen and cafeteria space
Required Date of Occupancy:	July 1, 2023
Type of Agreement:	Lease
Term:	Three (3) years, with option to renew for two additional three (3) year terms

### **Mandatory Requirements and Criteria**

#### **Type of Agreement and Terms:**

The term of the lease is three (3) years. WPS reserves the option to renew the lease for two additional three (3) year terms at its sole discretion. The determination as to whether to extend for a second term will be made within 180 days prior to the contract end date. In subsequent years (4-9) the lease cost may not increase more than the federal Consumer Price Index percentage for the preceding year. This percentage will be determined by 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.

WPS will pay the lease fee to the landlord on a monthly basis per the executed lease agreement.

**Location:**

The proposed premises must be within the City of Worcester and within ½ mile of a current WRTA route.

Parking area must be adequate to accommodate building staff and space for Worcester Public Schools exclusive use. Must have a minimum of twelve (12) parking spaces.

**Proposer Experience:**

The prospective proposer must provide a list of all current commercial and/or public tenants, if any, renting at least 10,000 sq. ft. from the proposer including their names, addresses, and telephone numbers.

Additionally, a list of at least three (3) references of current commercial and/or public tenants including their names, addresses, and telephone numbers.

**Insurance requirements:**

The successful proposer 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:

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.

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

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.

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 proposer 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 proposer shall further provide such additional information regarding such coverage as City may reasonably request

## **Building Requirements**

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 approximately 100 students

Separate handicapped accessible male and female bathrooms. The number of toilets and handwashing facilities must be adequate (by Code)

Separate private space for medical services/nurses office

Property must be zoned for intended use. Property must meet or exceed all local codes and regulations for intended use.

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.

Lessor will maintain the property, including the lot, throughout the contract period (e.g. repair of ruts, potholes, cracks, etc.).

Office space and common areas must have heat and air conditioning to maintain temperature between 68° - 78°.

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

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

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.



**Building Enclosure, Systems, Common Areas, and Conditions:** The proposed leased premises must comply with all applicable federal, state, and local code requirements. 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. An automatic door opener must be included in the main entry doorway to the building.

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 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), 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.

**Security and Cameras:** 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.

**Building Security Access:** The landlord shall allow authorized WPS employees to have access to the premises during the off hours. WPS may provide, install, maintain, and service a security alarm system and/or card entry access to serve the leased premises. This determination will be made at the discretion of WPS and related expenses will be incurred by WPS.

**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. Temperature control of the leased space must be made available to WPS.

**Certification:** Before occupancy, the landlord is to furnish the following certifications:

- A registered engineer's certification that the building HVAC systems as designed and constructed will satisfy the requirements of the RFP.

- A registered engineer's certification that air distribution is properly balanced in accordance with the design intent as set forth in the RFP specifications and the relevant drawings.

**Ventilation:** 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 of sufficient capacity to provide an electrical system which is complete, tested, and ready for operation for both power and lighting distribution. System design must be capable of accommodating each personnel space identified on the Summary of Needs including multiple computers, printers, copiers, and fax machines. All electrical systems and wiring must be compliance with Massachusetts State Building Code.

**Telephone Wiring:** The landlord is responsible for providing WPS the ability to utilize copper connections from phone providers. These connections will be made within the data MDF and IDF(s). Wiring from the carrier networks to the data MDF and IDF(s) are the responsibility of the landlord. The monthly recurring fees for service (IE. a copper phone line for security system) will be the responsibility of WPS.

**Data Wiring:** The landlord is to provide a complete CAT6 data wiring system and all wiring test results prior to occupying the space. Installation of CAT6 wall jacks, faceplates and terminations to CAT6 patch panel(s) are the landlords responsibility. A minimum of two CAT6 jacks per workstation. Two CAT6 jacks per printer location. One CAT6 ceiling jacks per room for the purpose of wireless access points. Up to 30 interior CAT6 jacks and 10 exterior weatherproof CAT6 jacks for cameras. All wiring test results must meet CAT6 compliance. All CAT6 wiring must not exceed the 100-meter limitation. If the 100-meter limit is reached and a single MDF cannot be used, it will be the landlord's responsibility to provide fiber connectivity between MDF and IDF(s).

The landlord will be responsible for providing a secure area for the sole purpose of MDF and IDF(s) dedicated to WPS. The landlord is responsible for providing 19 inch network rack(s) in proposed MDF and IDF(s) with dedicated power. It is the responsibility of the landlord to provide path from the proposed MDF to WPS network providers (Charter fiber, Crown Castle fiber, or connectivity to an existing city network enabled location). The landlord is responsible for all construction costs to provide path from WPS's network provider's conduit system to the proposed MDF.

The landlord is to provide access to the building prior to occupancy to allow for the installation of multi-function fax/ scanner/ copy machines, and other network equipment.

**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.

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

**Premises Drawings:** The selected proposer must be able to promptly provide WPS 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.

## **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 WPS's office equipment.

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

**Capital Maintenance and Repair:** All building maintenance and repair, including but not limited to, all roof, HVAC, fire systems, plumbing, electrical and structural.

## **LANDLORD IMPROVEMENTS**

### **General Conditions**

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

**Low-Height Partitions:** WPS will provide and install its own low-height modular furniture system partitions, if desired.

**Standard Interior Door and Frame:** Working doors with locks are to be furnished by the landlord for all offices and meeting space as indicated on the Space Allocation Schedule.

**Tenant Entry Doors:** The spaces listed under the following areas on the Space Allocation Schedule require full height walls, doors, locks and sidelights: Executive, Senior Managers, Coordinators/Supervisors, Support areas, and Meeting areas.

**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 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 specified MCCC and MCRWB office areas.

**Ceilings:** Ceilings may be new or existing acoustical tile systems, or exposed ceilings may be acceptable in historic renovations, subject to approval, if utilities are organized. Ceilings are to be at least 8 feet from the floor. All piping is to be concealed in hung ceiling.

## COMPARATIVE CRITERIA

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

**Accessibility:** Access to the proposed building by public transit, automobile, and foot.

**Highly Advantageous** – Highly Advantageous proposals will be a one level building that does not have an elevator or stairs that require navigation to the classrooms. A bus stop is 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 be a one level building that does not have an elevator or stairs that require navigation to access the classrooms. A bus stop is within ¼ 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 classroom space on more than one level which requires access by stairs, elevator or escalator, A bus stop is within ½ mile of the premises, a curb cut for wheelchair accessibility 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 more than 20 public parking spaces for clients within ¼ mile of the proposed premises, a drop off area within 200 feet of the premises.

**Advantageous** – Advantageous proposals will demonstrate the availability of 13 - 20 public parking spaces for clients within ¼ mile of the proposed premises, a drop off area within 300 feet of the premises.

**Not Advantageous** – Not Advantageous proposals will demonstrate the minimum of 12 public parking spaces available for clients within ¼ mile of the proposed premises. Cost of public parking will be evaluated by comparing hourly rates and cost of reserved parking will be compared by

evaluating monthly rates.

**Building Enclosure and Systems:** The condition of the building envelope including the roof, foundation, walls, exterior windows and doors and including all additional infrastructure, door security locking system, exterior signage, wiring and systems outlined in the Building Requirements section of this RFP; and the current condition of HVAC and electrical systems.

**Highly Advantageous** – All doors are per specifications noted above and are in good working condition, doors have electrified locks or locksets and card readers, data, telephone, wiring and electrical systems are as specified above, 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** – All doors are per specifications noted above and are in good working condition, doors have traditional lock system, data, telephone, wiring and electrical systems are as specified above, 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 above, HVAC systems are not in good working order and may not be 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.

**Highly Advantageous** – Highly Advantageous proposals will include separate restrooms for staff and the public, restrooms will be handicap accessible, restrooms will have proper and working ventilation, the lobby and greeting area will have a professional appearance and have appropriate signage to direct people to specific office 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 the public, restrooms will be handicap accessible, the lobby and greeting area will have a professional appearance and have appropriate signage to direct people to specific office 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 or have more than one floor to access the classroom space, 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 at least 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 from tenants 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, overlay drawings on existing floor plan or detailed proposal.

**Advantageous** – Advantageous proposals will include responses from at least 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. At least one (1) reference is from a tenant 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, overlay drawings on existing floor plan or detailed proposal.

**Not Advantageous** – Not Advantageous proposals will include the minimum of 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 WPS as outlined with the Summary of Needs. Conformance with the total Approximate Amount of Space outlined in the Space Allocation Schedule.

**Highly Advantageous** – Proposals that demonstrate superior space layout to meet operational needs outlined in the Summary of Needs including personnel, support, meeting, and entry areas and including square foot space with a difference not to exceed +/- 10% of the amount outlined in the Space Allocation Schedule. This includes but is not limited to a cafeteria area and private bathrooms for staff.

**Advantageous** – Proposals that demonstrate adequate space layout to meet operational needs outlined in the Summary of Needs including personnel, support, meeting, and entry areas and including square foot space with a difference not to exceed +/- 15% of the amount outlined in

the Space Allocation Schedule. This includes but is not limited to a cafeteria area, but with no private bathrooms for staff.

**Not Advantageous** – Proposals that do not demonstrate adequate space layout to meet operational needs outlined in the Summary of Needs including personnel, support, meeting, and entry areas and including square foot space with a difference exceeding +/- 15% of the amount outlined the Space Allocation Schedule. This includes but is not limited to no cafeteria area, and no private bathrooms for staff.

## **Procedures for evaluation, selection and lease execution**

WPS's objective is to lease the required space based on the needs outlined in this RFP, at the most advantageous price. Therefore, the most advantageous offer from a responsive and responsible proposer, taking into consideration all evaluation criteria and price, will be selected.

### **Initial Review:**

WPS will only consider the proposals that meet the summary of needs outlined above.

### **Site Visit:**

WPS staff will conduct site visits for all qualifying proposals to perform detailed evaluations.

### **Preparation of the Lease:**

After a proposal has been selected, the owner will be contacted to finalize a lease. The terms of the lease must be consistent with the terms outlined within the RFP and the proposal. Schematic drawings of the premises must be furnished by the proposer.

### **Design and Build-Out of Improvements:**

Improvements, if wanted or required, are to commence when the landlord receives a copy of the full 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 WPS in conformity 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.

## **Proposal Submission Requirements**

Each proposal submitted must include, at a minimum, the following documents:

- A statement that the property meets the minimum criteria stated in the specifications.
- A statement indicating the exact location of the property and the parking area available to the lessee.
- A written breakdown of how each of the comparative criteria is satisfied.
- A floor plan of the property including all existing areas including, but not limited to, all bathrooms, entrances, and common areas.
- Plans for the parking area that show the number of spaces.



## COST / PRICE PROPOSAL - RFP #: CR-7944-W3

Please complete the table below for the term of the lease.

WPS requires submission of gross, flat rent proposals. All costs are to be included in the monthly rental rate.

PROPOSER NAME: \_\_\_\_\_

LEASE LOCATION: \_\_\_\_\_

Proposed Rental Rate (Monthly Flat Rate)	1 <sup>st</sup> Year		Total Annual
Rent per month for WPS Alternative School	\$ _____	X 12	\$ _____
	2 <sup>nd</sup> Year		Total Annual
Rent per month for WPS Alternative School	\$ _____	X 12	\$ _____
	3 <sup>rd</sup> Year		Total Annual
Rent per month for WPS Alternative School	\$ _____	X 12	\$ _____
TOTAL – THREE YEAR LEASE TERM			\$ _____ *

*\*low proposal price to be based on this amount*

### **Approximate Space Allocation Schedule**

<b>Room Type</b>	<b>Approx. sq. ft.</b>	<b># spaces</b>	<b>Total Sq. ft.</b>
Office-Administrator	200	1	200
Office-School Clerical	150	1	150
Office-School Nurse	200	1	200
Kitchen/Cafeteria	700	1	700
Classroom	600	10	6,000
Student Bathroom-Boys, Handicapped Accessible	400	1	400
Student Bathroom-Girls, Handicapped Accessible	400	1	400
TOTAL APPROX. SQ FT NEEDED			8,050

## 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>
-------------	---	--------------------------

- 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

\_\_\_\_\_  
Eric D. Batista  
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:

\_\_\_\_\_  
Eric D. Batista  
City Manager

\_\_\_\_\_  
Rachel H. Monarrez  
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