

REQUEST FOR PROPOSALS
RFP FLLAC #1

PURCHASE OF CLASSROOM SPACE AND OTHER
SPACES USED FOR EDUCATIONAL PURPOSES BY
THE FLLAC COLLABORATIVE

Public Release of RFP: July 4, 2018

Proposals Due: August 22, 2018

Anticipated Award Date: Mid-September 2018

Awarding Authority:

FLLAC Educational Collaborative

Introduction:

The Fitchburg, Leominster, Lancaster and Clinton Educational Collaborative, an educational collaborative duly organized pursuant to Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts, having a current principal place of business at 2 Shaker Road, B210, Shirley, MA 01464, hereinafter "FLLAC," is an approved public school entity through the Massachusetts Department of Elementary and Secondary Education. FLLAC was founded in 1975 by the original member districts, Fitchburg, Leominster, Lancaster and Clinton. FLLAC currently has eleven member districts, Fitchburg, Leominster, Clinton, Ayer Shirley Regional, Ashburnham Westminster Regional, Gardner, Winchendon, West Boylston, Lunenburg, Quabbin Regional and North Middlesex Regional. It continues to be governed by a Board of Directors who ensures that its purpose of providing educational, clinical, and therapeutic services to children in grades Kindergarten through 12, as well as extended services to age 22, to public school districts in North Central Massachusetts is upheld.

FLLAC has operated for over forty years in compliance with Massachusetts Special Education Regulations. These mandated educational services have been, and will continue to be, provided to member and non-member districts within a sound established financial structure. FLLAC has always operated without default or loss of funding.

FLLAC currently employs approximately one hundred full and part-time dedicated employees and serves over 120 students per year from member and non-member districts. Ongoing civic partnerships further foster student understanding of the role they have as equal and productive members of their community. As we continue to evaluate and further develop programs to complement and strengthen the needs of our member districts, FLLAC strives to build capacity aimed at improved student outcomes and enhanced educational opportunities. Our practices are consistent with the overall mission of increasing students' self-determination, independence, and academic achievement.

FLLAC provides services to students in a variety of educational settings. Students who are on the Autism Spectrum or who have significant intellectual or developmental disabilities are served in substantially separate classrooms housed in public school buildings with age appropriate peers in our ASDDD Program. Elementary aged students with social emotional and behavioral needs are served in a Public Day Program, The Caldwell Elementary Program, located in Townsend MA. Middle and High School aged students with learning and social emotional needs are served in a second Public Day Program, The Caldwell Alternative Middle High School, located in Fitchburg MA.

Project Description:

The Collaborative is seeking proposals to purchase a suitable space to house a current program, The Caldwell Alternative Middle-High School.

Existing Facility

The Caldwell Alternative Middle-High School is currently housed in a 1950's era, 12,312 sq ft, Type IIIB building and has been in continuous use as 780 CMR 305.0 Educational Group E school. The building is located at 44 Wanoosnoc Road in Fitchburg and is located on approximately 7 acres of land. Both the land and the building are owned by the City of Fitchburg and Leased to the FLLAC Collaborative through the Fitchburg Public Schools.

See Appendix I, 9417 Building Code Summary, for additional information on the current building.

The School currently serves approximately 35 students but would be looking to expand to serve up to 45 students in grades 7-12. There are currently 25 staff. See Appendix II for a Description of the Caldwell Alternative School

Scope of Service

Work with Collaborative stakeholders as identified by the Executive Director to purchase a space that reflects Middle-High School student programmatic needs, the goals of the collaborative and the resources required to ensure that the needs of our students will be met in an optimal educational setting.

Project Schedule:

Current Site visit: June-August, 2018

Bids due: August 22, 2018

Recommendation to BOD: Mid October, 2018

Move in date: August 15, 2019

Requests for Proposal:

Pursuant to Chapter 30B, Section 16 of the Massachusetts General Laws, FLLAC invites proposals to purchase space for use by FLLAC in accordance with a standard purchase agreement in the form attached Appendix III (Sample Purchase Agreement") and the specifications as outlined in this RFP.

FLLAC has designed this RFP to provide for an open, fair, and competitive process for selecting purchase space(s) by informing all potential Proposers of:

- The steps Proposers must take in order to have their proposals considered;
- The procedure followed by FLLAC in evaluating proposals and selecting the most advantageous one;
- The criteria for such evaluation and selection;
- And the terms and conditions of the purchase to be executed between the chosen Proposer and FLLAC.

FLLAC is requesting proposals for the purchase of approximately 17,000-20,000 square feet of space, on a suitable site, to be used as a central site for one of our existing programs: The Caldwell Alternative Middle-High School. Proposals must be submitted in accordance with the instructions for Preparation, Labeling and Submission of Purchase Proposals. Proposals should be clearly marked "Caldwell Alternative Proposal" and should identify the name and address of the Proposer.

Notice of this RFP is published in the Central Register, which is a weekly publication of the Office of the Secretary of State, and in the Worcester Telegram, which is a newspaper with a circulation sufficient to inform the people of the affected locality. Additionally this RFP is also posted on FLLAC's website (www.fllac.org).

The Request For Proposals (RFP) may be obtained from the Offices of the Collaborative, Monday through Friday, between 8:30 A.M. and 5:00 P.M. local time, beginning on _____.

Proposals must be delivered to the attention of:

Richard Murphy, Ph.D. Executive Director
FLLAC Educational Collaborative
2 Shaker Road, Suite D215
Shirley, MA 01464

Proposals must be delivered by 10:00 A.M. EDST on August 22, 2018. The clock in FLLAC shall be considered official. No late, faxed, or conditional proposals shall be accepted. The Proposer assumes the risk of any delay in the mail. Proposals received after the official Proposal Due Date and time will not be accepted or reviewed. In the event of the office being closed for some unforeseen reason, the proposal will be due by 10:00 A.M. on the next business day in which FLLAC is open.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the administrative offices of FLLAC by August 22, 2018. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

All Proposals shall conform to the requirements of Massachusetts General Laws Chapter 30B, Section 16 and applicable procurement regulations. Proposals shall be received in a sealed envelope, clearly marked "RFP: Caldwell Alternative Proposal". The Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. Each Proposal shall include a Price Proposal and a Non-Price Proposal. Each Proposal shall be submitted in accordance with the Proposal Submission Requirements set forth herein in order to be considered for award. All Proposals submitted shall be typed or printed using a standard twelve (12)-point font and a blank line between paragraphs. Pages shall be

numbered. Five (5) copies of each proposal are required.

Each Proposal shall be submitted in accordance with the Proposal Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for ninety (90) days, Saturdays, Sundays, and legal holidays excluded, subsequent to the time of the opening of Proposals.

FLLAC will not reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP, including costs incurred for site visits or preliminary engineering analyses.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined the Property and this RFP and is familiar with all the conditions of the proposed purchase. Upon finding any omissions or discrepancy in this RFP, the Proposer shall notify FLLAC immediately so that any necessary addenda may be issued. Failure of the Proposer to investigate completely the Property to be thoroughly familiar with this RFP and any addenda shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to FLLAC prior to the deadline and shall be contained in a sealed envelope clearly marked "CORRECTION, MODIFICATION OR WITHDRAWAL OF PROPOSAL FOR RFP: PURCHASE OF EDUCATIONAL SPACE." No corrections, modifications, or withdrawal of Proposals will be permitted after Proposals have been opened.

By submission of a Proposal, the Proposer agrees, if its Proposal is accepted, to enter into a Purchase Agreement with FLLAC that incorporates all of the requirements of this RFP. The Proposer further accepts all of the terms and conditions of this RFP. The successful Proposer shall be required to execute a Purchase Agreement substantially similar to the Purchase Agreement that is attached hereto and incorporated herein by reference.

Proposals will only be considered if they are signed and submitted by: (a) the owner of the property, or (b) the owner's legally authorized agent or representative. If the proposer is not the owner of the property, the proposal must include written evidence of the proposer's authority to submit the proposal, such as a copy of a letter or other writing from the owner of the property, authorizing the agent or representative (as the case may be) to act on the owner's behalf.

It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by FLLAC. As this RFP has been published on FLLAC's website (www.fllac.org), all proposers are responsible for checking FLLAC's website for any addenda and/or modifications that are subsequently made to this RFP or the attachments.

FLLAC accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the FLLAC's Executive Director in the event this RFP is incomplete or the proposer is having trouble obtaining any part of the RFP electronically through FLLAC's website (www.fllac.org), including, and without limitation, the proposal form and attachments.

Any Purchase of space by FLLAC will be awarded, if at all, pursuant to Massachusetts General Laws Chapter 30B, Section 16, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

Nothing in this RFP will compel FLLAC to conclude a Purchase. FLLAC may cancel this RFP, may waive, to the extent allowed by law, any informalities, and may reject any and all Proposals, if FLLAC, in its sole discretion, determines said action to be in the best interest of FLLAC. FLLAC may reject as non-responsive any Proposal that fails to satisfy any of the Proposal Submission Requirements.

The Successful Proposer shall, within ten (10) days after presentation thereof by FLLAC, execute a Purchase Agreement in accordance with the terms of this RFP, in the form of the attached Sample Purchase Agreement. Such ten (10) day period may be extended by written agreement of FLLAC and the successful Proposer, executed prior to the expiration of said ten (10) day period.

Massachusetts General Laws Chapter 30B, Section 16 that is incorporated herein by reference will govern all procedures.

For further information, refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

Summary of Space Needs:

- a. **User:** The FLLAC Collaborative.

Type of Space: FLLAC seeks proposals to house school facilities with highly durable finishes in some common educational areas and specifically in locations serving students with challenging social behaviors. Classrooms, of two general types: "Traditional Academic Classrooms" and "Vocational or Shop Classrooms." "Traditional Academic Classrooms" are classroom spaces that are (550-800± sf) but do not share space with adjoining rooms. "Vocational or Shop Classrooms" are classrooms that are between 800 – 1200 sf in size and include specific equipment and appropriate wiring and ventilation for a wood working shop and a computer lab. The remaining spaces will include recreation area, multipurpose area, offices, conference rooms, clinical treatment counseling rooms, storage areas, bathroom

facilities, copy and office machine area, records rooms, reception areas, delivery area, gym, administrative offices, and the like. Facilities Needs List, Appendix IV

- b. Location:** In Fitchburg, Leominster or a contiguous area preferred. Must be located in a member district of the Collaborative listed in the introduction.
- c. Amount of Space:** No less than 17,000-20,000 SF of net usable space.
- d. Required Occupancy Date:** August 15, 2019
- e. Term:** NA
- f. Estimated Demand for Parking:** Reserved Parking: 30-35 spaces, including 2 handicapped spaces.
- g. Accessibility:** Access to the property, the Building and the Premises must be free of barriers preventing access to and use of the Premises by individuals with disabilities in accordance with applicable state and federal regulations.
- h. Drop-off Area:** The facility must allow for drop off and pick up of visitors and staff from cars at the front entrance and students arriving and departing from specialized vans and other vehicles to attend school. Drop off areas will be at designated entrances of the building or as designed to accommodate those students requiring specialized entrances.
- i. Outside Recreational Area:** The facility should be capable of providing outside active and passive recreational areas for students of various ages, in proximity to the building. In addition to having access to these areas in proximity to the building, there will also be a large (2,000 sf) courtyard or play area shall not be included within the 17,000-20,000 sf usable space. All of these surfaces will require a paved asphalt or concrete surface and must allow for sufficient draining.

Procedures for Evaluation:

- a.** FLLAC will evaluate all proposals for conformity to the requirements, and for the degree to which they satisfy the qualitative criteria and policy objectives as defined in this RFP.
- b. Initial Review:** FLLAC reserves the right to, if deemed to be in its best interest, (i) waive portions of the RFP for all Proposers, (ii) excuse minor informalities in any proposal, (iv) accept a different Amount of Space than the Amount of Space sought in the RFP, (v) request Proposers who submitted proposals to submit best-and final offers, (vi) reject any part of any proposal, and (vii) reject all proposals.
- c. Site Visits:** FLLAC or its representatives will conduct site visits to any

proposed building, as necessary, to verify the information provided in the proposal and evaluate the suitability and availability of the proposed Premises. The Proposer, or a knowledgeable and authorized representative, must be present at the site visit.

- d. Evaluation of Qualifying Proposals and Rule for Award:** All qualifying proposals will be evaluated and compared based on the qualitative criteria, including but not limited to ability to perform and deliver for occupancy in a timely manner, and with regard to FLLAC's objectives. FLLAC will then prepare a cost analysis, which estimates and compares total costs of occupancy for all proposals evaluated. FLLAC will make the final selection of a proposal. The most advantageous offer from a responsive and responsible Proposer, taking into consideration all evaluation criteria, price and cost to FLLAC, will be selected.
- e. Notification of Proposers:** Upon selection of a proposal, FLLAC will notify all Proposers of the decision in writing. Such notification does not represent a contract, nor does it commit FLLAC to enter into a contract. It is assumed that both parties will make a good-faith effort to negotiate a purchase acceptable to FLLAC and the seller, but if agreement is not reached, FLLAC reserves the right to re-advertise or approach another Proposer.
- f. Preparation of the Purchase:** After a proposal has been selected, the selected owner will be contacted by FLLAC to finalize a purchase agreement. The terms of this must be consistent with the RFP and the selected proposal, and must be substantially in the form attached to this RFP as the Sample Purchase Agreement, Appendix III.
- g. Turnkey Facility:** The Seller shall provide a turn-key facility that meets the needs of FLLAC
- h. Occupancy:** FLLAC will take occupancy of the purchased premises on or before August 15th, 2019 only after construction of the improvements is substantially completed and the seller has obtained Certificates of Occupancy from the local building department.

A proposal must meet the following requirements in order to be considered qualifying and undergo further evaluation.

Requirements:

a. Building Condition

- I. Building Codes:** The proposed building and spaces and any improvement must comply with all applicable federal, state, and local

code requirements or FLLAC must be satisfied that it can and will be brought into substantial compliance by the required occupancy date. Such codes include, but are not limited to, Massachusetts State Building Code, Massachusetts Architectural Access Board Regulations, and other applicable Codes of Massachusetts Regulations (CMRs).

- II. Life Safety:** The space shall be sprinkled throughout. The building and purchased premises must comply with building codes. Requirements vary according to local practice. Life safety hazards detected either before or during occupancy shall be corrected at the Proposer's expense. At all sites, FLLAC requires emergency lighting to be upgraded to comply with current code standards for new construction within the purchased premises and along all paths of egress. All fire protection equipment and materials must be maintained in accordance with applicable codes and ordinances. This includes, but is not limited to, fire doors, fire walls, fire stops, fire extinguisher, fire escapes, exit route diagrams, exit signs, emergency lighting and alarm systems.
- III. Barrier-Free Access:** The proposed spaces, building and site must be free of barriers preventing an "Accessible Route" to and from the proposed parking and building spaces by persons with disabilities. Clearly indicate the "Accessible Route" and how the seller will remove or modify such barriers if they exist and provide bathrooms, lifts, elevators, ramps etc. as may be required to provide accessibility as stated above and comply with the Massachusetts Architectural Access Board and the American with Disabilities Act requirements.
- IV. Harmful Materials:** Indicate existing conditions, test, identification, removal and control of all harmful contaminants, dust or gases. The seller shall provide certified testing before signing of any purchase agreement, which identify all potentially "Harmful Materials" such as asbestos and lead paint and recommendations for encapsulation, removal or abatement. In addition, provide certified testing signing any purchase agreement which identifies all existing air quality and sate compliance with acceptable Air Quality standards.

b. Systems and Enclosures

- I. HVAC:** HVAC systems must be fully automatic and capable of maintaining minimum winter temperatures of 68° F and a maximum summer temperature of 74° F throughout the purchased premises. HVAC sound levels not to exceed a room criterion (RC) number of 35.
- II. Electrical Service:** Electrical service must be of sufficient capacity (480277 volts or 120208 volts) or provide adequate power for electrical

equipment to be installed as part of the building plus power required to operate all agency furnished equipment.

c. Common Areas

- I. Rest Rooms:** The seller must provide rest rooms and drinking fountains as dictated by code.
- II. Parking:** 30 spaces including two (2) handicapped spaces. Designated parking area for up to two (2) agency vans.

d. Structure and Layout

- I. Total Square Footage:** No less than 17,000-20,000 SF of net usable space. FLLAC reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets FLLAC's space needs. The acceptable variance is generally limited to 10%.
- II. Improvements:** Proposer must agree to substantially meet the specifications in **FACILITIES NEEDS LIST**, Appendix IV, or must suggest, within the proposal, alternatives acceptable to FLLAC.

Notwithstanding the foregoing, the space shall meet all federal, state, and local laws, rules, and regulations. To the extent that the foregoing requirements conflict with federal, state, and local laws, rules, and regulations, the laws, rules, and regulations shall control.

Submission Requirements:

Each proposal shall contain a price proposal and a non-price proposal.

- a. PRICE PROPOSAL:** To be considered responsible and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" Appendix V, enclosed herewith.
- b. NON-PRICE PROPOSAL:** To be considered responsible and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following format:
 - I. Letter of Transmittal:** Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least ninety (90) calendar days from the opening of Proposals.

II. Table of Contents: Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

Main Content

- 1) A fully executed Proposal.
- 2) A fully executed Certificate of Non-Collusion.
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A).
- 4) A fully executed Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
- 5) A fully executed Conflict of Interest Certification (M.G.L. c.268A).
- 6) A fully executed Certificate of Corporate Proposer.
- 7) A fully executed Certificate of Compliance with M.G.L. c. 151B.
- 8) A fully executed Certificate of Non-Debarment.
- 9) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met shall be submitted with the Proposal documents.
- 10) The name, address, telephone number and email address of the individual submitting the Proposal who will serve as the organization's primary contact with FLLAC.
- 11) A description of the organization, its year of founding, its mission purpose, legal status (specifying any parent subsidiary companies), its membership composition, and its leadership structure. Each Proposer shall include a list of members of the board of directors of the organization and their credentials background. Each Proposer shall specify experience of board members in other communities. Each Proposer shall also identify any name changes in the past ten (10) years.
- 12) A summary of the Proposer's Property (with descriptions of location, building systems, parking, access to highways, etc.)
- 13) A description of experience with similar municipal purchases within the last ten (10) years. This shall include a brief description of the location and costs of such purchases.

- 14) A description of past performance in both public and private purchases to which the Proposer was a party.
- 15) Contact name, phone number and, if applicable, contract name, for up to three (3) current references, ideally from purchases or purchasers.
- 16) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the leasing or purchasing of property.
- 17) Location of the building, description of the age and nature of construction and current condition, square footage being offered and whether it is on one level or multiple levels.
- 18) Description of the current configuration of the space.
- 19) Other current tenants in the building.
- 20) A floor plan indicating the current breakdown into classrooms, common spaces, offices and conference rooms including dimensions.
- 21) All handicap accessible areas, and a description in full of any of the offered space that is not handicap accessible.
- 22) The available parking, including the number of spaces and whether the area will be exclusive for FLLAC's use or shared with other tenants.
- 23) The capacity and nature of the existing electrical system, any wiring cabling to accommodate a computer network, cable internet access, the HVAC system, the fire alarm sprinkler system and security system.
- 25) The earliest date on which the building will be available for occupancy.
- 26) A copy of the deed to the current owner of the property and a Registry of Deeds recording reference for title to the property.
- 27) A reference to the Assessor's map and parcel number of the proposed property.
- 28) Any other response to requirements imposed by this RFP.

Qualitative Criteria:

The following criteria will be used to compare the relative merits of qualifying proposals. FLLAC will evaluate each proposal for conformance with the objectives,

submission requirements, and threshold criteria outlined in this Request for Proposals.

- a. **Square Footage:** Proposed space maximizes efficiencies for FLLAC. Proposed space may allow FLLAC to combine programs and or services within one facility.
- b. **Access:** Access to the proposed building by public transit, shuttle, automobile, and foot. Proposals are evaluated for ease of access. Proximity to major highways and public transportation will be considered when identified in the RFP.
- c. **Proximity:** Proximity to clients, customers, and other offices and facilities with which FLLAC staff and clients regularly interact.
- d. **Neighborhood Characteristics:** Characteristics of the surrounding neighborhood, including compatibility of neighboring uses, safety and security, availability of basic services and amenities. Adjacent uses which negatively impact the health and safety of staff or clients will be considered in evaluating proposals. The safety of the neighborhood and the availability of well-lighted and well-traveled access routes from parking lots or public transportation will be reviewed during site visits and considered in evaluating proposals. If staff or clients have appointments during evening hours, off-hour safety will be an important consideration.
- e. **Exterior Site Area:** Provides capability of outside active and passive recreational areas for students of various ages, in proximity to the building, including an exterior courtyard that could include a basketball court and an outdoor dining area.
- f. **Age and Condition of Building Enclosure and Systems:** The condition of the building envelope will be evaluated, including the roof, foundation, walls, and exterior windows and doors. The current condition of HVAC and electrical systems and their ability to handle FLLAC's needs reliably, will be evaluated. Proposers must provide the dates of the original installation of major renovations of the HVAC fuel source(s) on the Purchase Proposal Form.
- g. **Building Common Areas:** Public areas, including the building entrance, lobby, vestibules, stairs, corridors, ramps, elevators and restrooms, should present a professional image.
 - **Vestibule:** In cases where the purchased space has direct access to the outside the premises should have a vestibule, for weather control and worker comfort, with the exterior door opening into the vestibule, and entry into purchased space through entrance doors.

- **Security Lighting:** Security lighting should be provided at a minimum level of 10-foot candles for all corridors and areas used by FLLAC staff.
 - **Rest Rooms:** Rest rooms should be clean, well lit, in good repair, and comply with all applicable handicapped requirements. Both staff and student restrooms should be included.
 - **Building Conditions-Structure and Layout:** Suitability of the proposed space for the program, office or facility.
 - **Configuration:** Ability to lay out the proposed space efficiently and in accordance with FLLAC specifications considering the size and shape of the space and internal barriers to efficient design.
 - **Natural Lighting:** Window area should be sufficient (generally at least 25% of the exterior wall surface) to provide sufficient natural lighting.
- h. Ability to Perform in a Timely Manner.** In evaluating the proposals, FLLAC reserves the right to consider a Proposer's demonstrations of his ability to perform in a timely manner and to deliver the premises for occupancy and in compliance with the conditions imposed and agreed to by the date set for delivery of the premises as set forth in the RFP. The Proposer must show the ability of the seller to prepare the proposed space for occupancy and to provide the services required in the RFP in accordance with the accepted standards. It must be shown that the seller has the ability and the finances to substantially complete the required improvements and any other building improvements required for occupancy by FLLAC by the desired occupancy date as represented in the RFP.
- i. Cost:** FLLAC will evaluate costs based on the present value of the total costs that will be incurred by it to use and occupy the proposed premises under the terms of the proposal or for the entire term of the purchase agreement. These costs include any other sums paid to the seller, operating expenses paid directly by the purchaser, such as separately metered utilities, and all other costs directly associated with the use of the premises, including costs of design and permits for building modifications or the cost of shuttle service required to compensate for a building's location. Costs not contained in the proposal will be estimated based on information provided by FLLAC or obtained from market data.
- j. Purchase Terms:** In evaluating the proposals, FLLAC shall consider any reservations, objections and proposed amendments made by a Proposer as to particular purchase terms in the Purchase Agreement attached to this RFP with preference given to the purchase terms as shown in the Purchase Agreement. FLLAC's acceptance of a proposal, which includes reservations,

objections and proposed amendments, shall not constitute acceptance of such reservations, objections and proposed amendments; such terms will be subject to negotiation between the parties to the Purchase.

General Specifications:

FLLAC Needs:

These Specifications, combined with the **FACILITIES NEEDS LIST** Appendix IV, describe the standards of needs of FLLAC for the space sought in this RFP. In case of conflict, the combined specifications, as revised by agreement of the Proposer and FLLAC in the light of the selected proposal, clearly identify in the proposal any standards that cannot be met. For any standards that will not be met, the Proposer may suggest an alternative, and FLLAC will determine whether it is equivalent. Using this mechanism, Proposers are encouraged to submit alternative proposals that allow them to use special features of the proposed building to meet the needs of FLLAC in a better or more cost effective manner. FLLAC's intention is to provide a clear basis for determining whether proposals are acceptable and comparable while also making it possible to take advantage of useful and cost-effective features of existing buildings. The proposer and/or members of the proposer's design/construction team may be asked to meet with the selection committee to discuss management and cost approval for any build-out.

- a. Electrical:** Provide electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, electrical equipment, and fixtures to be installed and grounded in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department.
- b. Emergency Lighting and Generator:** Provide emergency lighting in corridors, large conference rooms, and open office areas. Even when older buildings are exempt from new building requirements, the seller must upgrade emergency lighting to comply with current coded standards for new construction within the premises and along all paths of egress.
- c. Full Height Partition:** Provide full height partitions/walls between all spaces.
- d. Doors:** Doors and frames to match the acoustical, fire code, security qualities of the surrounding walls.
- e. Floors:** Must comply with all handicapped requirements with regard to floor materials, door threshold, carpeting height, and anchoring details. All floors to be level and smooth before laying down durable floor finishes.

- f. Signage:** Provide signage system that includes room numbers and room names. Provide directories at main entrances(s) and each floor or multi-story buildings to allow visitors to easily find their way to the premises

- g. Certification:** Whenever required by FLLAC, the seller is to furnish at no cost to FLLAC either of 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 the air distribution is properly balanced in accordance with the design intent as set forth in the RFP specifications and the relevant drawings. Any deficiencies to be corrected by the seller at the sellers sole expense.

- h. Heating and Air Conditioning System:** The distribution system must be designed to allow minimum winter temperatures of 68°F and maximum summer temperatures of 78°F throughout the premises.

- i. Wiring:** Provide electrical, telephone and data wiring to all spaces with outlets every 8 to 10 feet in classrooms, offices, conference rooms and meeting areas etc.

Evaluation Rubric:

Mandatory Evaluation Criteria	YES	NO
Total area equal to 17,000- 20,000 square feet		
Independent building not shared with other tenants		
Property is located in Leominster Fitchburg or contiguous <u>member district</u> towns (see list of member districts in introduction.)		
Property is available for FLLAC for proposed uses: On or before August 15 th , 2019		
Property for purchase must be subject to a purchase or that materially conforms to the sample attached purchase agreement		
Property must have a minimum of 2 parking spaces per 1000 square feet of building area		
Property must include safe and adequate pick-up and drop-off locations for school buses and parents		
Entirety of space is handicap accessible and meets all state and federal requirements		
Proposer demonstrates capacity to develop proposed space for occupancy by FLLAC		
Proposer has supplied all license, approvals and certificates of inspection by state and local agencies including; asbestos, and other hazardous materials surveys (21-E report), lead pant disclosures, mechanical, electrical and plumbing reports		

Proceed to Qualitative Criteria only if all Mandatory Criteria have been answered YES

Qualitative Criteria	Highly Advantageous	Advantageous	Not Advantageous
Square footage of proposed space	<i>Equals 17, 000 SF or more</i>	<i>Does not meet the category of highly advantageous but is within 15,000 SF – 22,000 SF or more</i>	<i>Does not meet the category of advantageous but is within 15,000 SF – 22,000 SF or more</i>
Proximity to major routes	<i>Within 1 mile of major route</i>	<i>Does not meet the category of highly advantageous but is within 3 miles of major route</i>	<i>More than 3 miles from major route</i>
Proximity to public transit	<i>Within ¼ mile of public transit</i>	<i>Does not meet the category of highly advantageous but is</i>	<i>More than ½ mile of public transit</i>

		<i>within ½ mile of public transit</i>	
Character of surrounding neighborhood	<i>Neighborhood appears safe and negative adjacent use is limited</i>	<i>Neighborhood appears somewhat safe but adjacent use is compromised</i>	<i>Safety in neighborhood cannot be guaranteed and significant negative adjacent use exists</i>
Exterior site area (available for active recreational use)	Recreational areas are easily identified and immediately accessible	Recreational areas are available can be developed within a short walk	Recreational areas space to develop such areas are limited
Age and condition of building systems and components	Building and systems are in good to excellent condition	Building and systems are in good to fair condition	Building and systems are in fair to poor condition
Availability of natural lighting	<i>75% or more of space has access to natural light</i>	<i>Does not meet the category of highly advantageous but 50% or more of space has access to natural light</i>	<i>Less than 50% of space has access to natural light</i>
Property meets minimal technical requirements for electrical, phone and data access (wiring)	<i>Most spaces have access to electrical, data and phone outlets every 8-10 feet</i>	<i>Does not meet the category of highly advantageous but most spaces have access to electrical, data and phone outlets every 10-15 ft. feet</i>	<i>Does not meet the category of advantageous but most spaces have access to electrical, data and phone outlets every 15 or more feet</i>
Property is or can be configured to accommodate the programmatic space requirements as detailed in the FACILITIES NEEDS LIST	<i>Configuration as proposed needs little to no modification</i>	<i>Configuration as proposed needs some modification</i>	<i>Configuration as proposed requires significant modification</i>
Proposer demonstrates the capacity of the proposed SELLER, design team, AND contractor to bring the project in on time and substantially complete the project for FLLAC's occupancy by 8/15/2018	<i>Proposer has provided significant documentation and resources to demonstrate capacity</i>	<i>Proposer has provided some documentation and resources to demonstrate capacity</i>	<i>Proposer has provided little to no documentation and resources to demonstrate capacity</i>
Quality and number of references as a Seller in both public and private contexts	<i>Proposers proposal features all positive references as well as one or more positive references from a public sector party</i>	<i>Proposers proposal features all positive references but does not include one or more positive references from a public sector party</i>	<i>Proposers proposal features one or more negative references or did not provide references</i>

Final Award:

A Review Committee established by FLLAC will review and rate the Proposals and rank them.

Based upon the Review Committee's analysis of the Proposals, the Review Committee will make a recommendation concerning which Proposal, if at all, FLLAC should accept. Any purchase will be awarded, if at all, pursuant to Massachusetts General Laws Chapter 30B, Section 16, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP. There is not currently an Executive Board of Director vote authorizing:

- Entry into a purchase for the space
- Appropriation of funds to pay the purchase price/mortgage and other expenses associated with entry into the Purchase.

Any award of a purchase as a result of this RFP will be subject to an Executive Board of Directors vote for FLLAC authorizing entry into the purchase and appropriation of funds to pay the purchase price or mortgage, expenses and costs associated with entry into the purchase.

1. Compliance with Laws

The Seller shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended.

2. Indemnification

The Seller shall assume all indemnification responsibilities described in the Purchase Agreement that is part of this RFP and is incorporated herein by reference.

3. TAXES

- A. The SELLER shall certify under penalty of perjury that it has complied with all laws of the Commonwealth relating to taxes, to the reporting of employees and contractors, and to the withholding and remittance of child support.

4. PRICE COMPARISON

- A. The lowest Proposer's price will be determined by the selection committee.
- B. All proposals shall be valid and may not be withdrawn for ninety (90) days after submission.

5. FINANCIAL SUPPORT SCHEDULES "PRICE" PROPOSAL

Each "**PRICE**" proposal must contain the Price Proposal Form indicating the purchase price that will be charged to FLLAC.

CA RFP Appendices

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APPENDIX I

Building Code Summary

FLLAC Collaborative
Caldwell Alternative Building
44 Wanoosnoc Road
Fitchburg MA

Building Description, September 2017

Building Description: The existing building located at 44 Wanoosnoc Rd sits on approximately 7.348 acres was built in approximately 1955. The building construction TYPE **III-B--Unprotected Combustible** (Also known as "ordinary" construction); has block, brick exterior walls with a wooden roof or floor assembly which is not protected against fire. 2 Hr. Exterior Walls* No fire resistance for structural frame, floors, ceilings, or roofs. The building has served continuously as: **780 CMR 305.0 EDUCATIONAL GROUP E 305.1 Educational Group E per the Mass state building code.** The total above grade building footprint area is approximately 12,312 square feet. There is an additional approximate area of 5,500 square feet that is finished and useable in the basement (lower level). The building is currently occupied and generally in serviceable condition.

APPENDIX II

Description of the Program

ABOUT CALDWELL ALTERNATIVE SCHOOL

The mission of the Caldwell Alternative School is to provide an educational experience for students with special needs that foster academic growth, social responsibility, and emotional health. Caldwell orients its programming and instruction around the three focuses of safety, respect, and effective learning. Some students will return to their public schools depending on performance and needs; others may complete their education at Caldwell. For students entering Caldwell in their junior or senior year, our mission is to assist in the successful completion of graduation requirements of their sending school districts, and prepare graduates for a successful transition to college and/or the world of work.

PROGRAMS

Caldwell Alternative School enrolls 38 students between the Middle School and High School (grades 7-12).

Caldwell Middle School (grades 7 & 8) enrolls students in two classrooms, each staffed with a Teacher and a Teacher Assistant. These classrooms are self-contained thus students receive instruction in the core content curriculum within the room. Students leave the classroom for art and physical education.

The middle school utilizes a daily point earning system as a gage for students to determine success. Students are rewarded for success in the areas of effective learning, respect and school safety.

In Caldwell High School, students are assigned to one of six homerooms and to one of four academic groups depending on grade. Academic groups, in general, rotate through a seven-period/five day schedule (six periods on Wednesday) and receive instruction in Math, English, Reading, Social Studies, Science, Career Education and Woodworking and Support Group/Study Skills. Art and Physical Education are offered two days a week.

The seven Caldwell High School teachers instruct one content area. Teacher Assistants are assigned to academic classes as needed, assist wood shop, art and career education, as well as provide crisis intervention in the milieu.

Caldwell High School community utilizes a Level System as the fundamental structure to promote behavioral, social and academic growth. The six (6) levels are sets of clear standards for an effective student. This system is instrumental in assisting students in setting and meeting goals, and in allowing students to monitor their own progress on a day-to-day basis in school.

PROGRAM CLINICIANS & COUNSELORS

Middle and high students are assigned to one of two school counselors. These clinicians are available to parents/guardians for support, to provide case management with other agencies involved in the students' lives. Clinicians also provide adult-facilitated mediation and conflict resolution, as well as groups in

social skills training, and crisis, anger, and/or anxiety management, and coping skills.

POPULATION

Students are referred to Caldwell Middle and High School as a result of being unsuccessful in general education, or as a step-down from a more restrictive setting. Students present with a variety of academic, social and behavioral challenges and/or emotional impairments requiring instruction in an adult-intensive, highly structured setting with small class sizes and consistent support, encouragement and praise.

Typical conditions seen in the school population include: general and specific learning disabilities, attention deficit hyperactive disorder, suicidal ideation/depression, anxiety disorder, post-traumatic stress disorder, bipolar, oppositional defiant, Asperger's Syndrome (and some other spectrum disorders), or a combination of these.

APPENDIX III Facilities Needs List

FLLAC RFP

RFP due:

<u>Room Type</u>	<u>Room sf</u>	<u>Room Count</u>
Completed by:	approx	
Traditional Academic Classrooms (8 @ 600-800sf)	6500	8
Vocational or Shop Classrooms (2 @ 800- 1000 sf)	2000	2
Computer Lab	400	1
ART/Music Room	600	1
Common Area Restrooms Faculty	100	1
Common Area Restrooms Students	150	1
Reception Area(s)	400	1
Principal's Office	450	1
Clinician Offices	450	3
Conference rooms	300	1
Courtyard play ground	1000	1
GYM	2300	1
Common Cafeteria	1000	1
Storage Areas	400	1
Custodial Closets	200	1
Custodial Office	300	1
Nurses Office with Bathroom	400	1
Classroom/Science Lab	700	1
Shop Storage Space	500	1
Approximate TTL	18150	29

Note: the square footage and number of rooms above may vary between the 17,000 and 20,000

APPENDIX IV
Price Proposal Form - Purchase

Purchase, print legibly.

For a PURCHASE, the Undersigned hereby submits the following prices:

Total price in numbers

Total price in words

Printed Name

Authorized Signature

Date

Printed Title

If a Corporation:

Full Legal Name

Officers of Corporation and Addresses

State of Incorporation

Principal of Business

Zip Code _____

Qualified in Massachusetts

Yes _____ No _____

Place of Business in MA

Zip Code _____

Tel. _____

Full Legal Name of Surety Company

Principal Place of Business

Admitted in Massachusetts

Yes _____ No _____

Place of Business in MA

Zip Code _____ Telephone _____

APPENDIX V
Certificate of Compliance with M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all State Supplier Diversity Office (SDO) thresholds, as applicable, if they have been established in conjunction with this Request for Proposals.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

APPENDIX VI
Certificate of Non-Debarment

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Collaborative within one (1) business day of such debarment, suspension, or prohibition from practice.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

APPENDIX VII
Certificate of Corporate Proposer

I, _____, certify that I am the _____ of the Corporation named as Proposer in the attached Proposal; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Proposal was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

APPENDIX IX
Certificate stating that Proposer is not suing FLLAC
or member districts

CERTIFICATION that Contractor is not in any litigation proceedings with FLLAC where they have provided services or litigation proceedings with any of FLLAC member districts (Ashburnham-Westminster Regional School District, Ayer Shirley Regional School District, Clinton Public Schools, Fitchburg Public Schools, Gardner Public Schools, Leominster Public Schools, Lunenburg Public Schools, North Middlesex Regional School District, Quabbin Regional School District, West Boylston Public Schools and Winchendon Public Schools).

The undersigned certifies under penalties of perjury that the company submitting this RFP is not in any litigation proceedings with FLLAC or any of FLLAC member districts (Ashburnham-Westminster Regional School District, Ayer Shirley Regional School District, Clinton Public Schools, Fitchburg Public Schools, Gardner Public Schools, Leominster Public Schools, Lunenburg Public Schools, North Middlesex Regional School District, Quabbin Regional School District, West Boylston Public Schools and Winchendon Public Schools).

As used in this certification, the word "company" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

PPURCHASE PRINT OR TYPE

AUTHORIZED

AGENT: _____

TITLE: _____

SIGNATURE: _____

APPENDIX X
Draft Purchase Agreement
STANDARD PURCHASE AND SALE AGREEMENT
(With Contingencies)

The parties make this Agreement this ____ day of _____, 2018. This Agreement supersedes and replaces all obligations made in any prior Letter of Intent, Contract To Purchase or agreement for sale entered into by the parties.

1. **Parties.** FLLAC Collaborative, the "BUYER," agrees to buy and _____ (*insert name*), the "SELLER," agrees to sell, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. **Description of Premises.** The premises (the "Premises") consist of :
(a) the land with any and all building thereon known as _____,
as more specifically described in a deed recorded in the _____ Registry of Deeds at Book ____, Page _____, [Certificate No. _____], a copy of which _ is X is not [*check one*] attached; and
(b) all structures, and improvements on the land and the fixtures,
but excluding _____.

3. **Purchase Price.** The purchase price for the Premises is \$ ____ dollars of which
\$ _____ were paid as a deposit with Contract To Purchase; and
\$ _____ are paid with this Agreement;
\$ _____ are to be paid _____; and
\$ _____ are to be paid at the time for performance by bank's, cashier's, treasurer's, or certified check or
_____ by wire transfer.
\$ _____

4. **Escrow.** All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by FLLAC, as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent shall retain all escrowed funds pending written instructions mutually given by the BUYER and SELLER or a court of competent jurisdiction. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agents reasonable attorneys' fees and costs. If interest is to accrue on escrowed funds, it will be paid to the BUYER if the purchase is not completed or retained by the SELLER if the purchase is completed.

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at __ o'clock p.m. on the ____ day of _____, 2018, at the _____ Registry of Deeds, or at such other time and place mutually agreed in writing.
TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THE AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land.) SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or the BUYER'S nominee, conveying good and clear record and marketable title to the Premises free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due or payable.
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulation use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Rights and obligation in party walls;
- (e) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- (f) Utility easement in the adjoining ways;
- (g) Matters that would be disclosed by an accurate survey of the Premises; and
- (h) _____

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions for coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of the Agreement.

8. **Closing Certifications and Documents.** The Seller shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or material men's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (I) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises now are, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. Extension Of Time For Performance. If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for up to thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. Nonconformance Of Premises. If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any complete repairs or restoration. If the SELLER, despite reasonable efforts, has either been able to restore the Premises to its former condition nor to pay or assign to the BUYER the appropriate portion of the insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

12. Acceptance Of Deed. The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER OR BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to preform after the time for performance. Notwithstanding the foregoing, all warranties, if any, made by the SELLER shall survive delivery of the deed.

13. Adjustments. At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, collected rents, uncollected rents, (if and when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to

request apportionment from the other within twelve months of the date that the amount of the current year's tax is established

14. Acknowledgement Of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of

(_____) for professional services shall be paid by the SELLER to _____, the "BROKER", at the time for performance. When the deed is recorded and the full amount of consideration is paid. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The

15. Buyer's Default. If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

16. Buyer's Financing. The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment with only those conditions reasonably within BUYER'S control for mortgage financing in the amount of \$_____ at prevailing rates, terms and conditions by _____. The BUYER shall have an obligation to act reasonably diligently to satisfy any conditions within BUYER'S control. If, despite such diligent efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void.

17. Inspections/Survey. The BUYER has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of SELLER. Notwithstanding the foregoing, the BUYER has ten days from the date of this Agreement to complete inspection of the premises by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, the BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the day set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

18. Lead Paint Laws. BUYER acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass G.L.,c.111 § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance.

19. Intentionally Deleted.

20. Warranties And Representations. The SELLER represents that there is an/ is no or has no knowledge of an [choose one] underground storage tank or an unapproved and abandoned septic tank. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representations, verbal or written, from any real estate broker or licensee concerning the legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to the BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: _____.

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

21. Notices. All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER:
Address:

SELLER:
Address:

22. Counterparts / Electronic Delivery / Construction of Agreement. This Agreement may be executed in counterparts. All documents related to this transaction may be delivered electronically, including by encrypted or unencrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be cancelled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Real Estate Bar Association of Massachusetts at the time for performance shall be governed by the Standards and Practices of the Real Estate Bar Association of Massachusetts.

23. Additional Provisions.

See "RIDER A" attached hereto and incorporated herein by reference.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT.
IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

BUYER

Date

SELLER:

By

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

ESCROW AGENT or representative

Date
922556v1

RIDER A

Rider to Purchase and Sale Agreement by and between FLLAC, as Buyer, and _____, as Seller, and concerning the land and the buildings situated at _____.

24. Location of Closing:

Upon request from Buyer or Buyer's lender, the place of closing may be changed to the banking offices of the lender or the offices of lender's attorney.

25. Access:

The Seller agrees to allow the Buyer, his/her agents or designees to have access to the premises for the purposes of having inspections, showing the property to prospective mortgagees and taking measurements, etc. Such access shall only be at reasonable times, with advance notice, and in the presence of the Seller or Seller's agent.

27. The Provisions:

Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect of title unless:

(a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) and all other improvements intended to be included in the sale and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity;

(b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind encroaches upon, over or under the Premises from other premises;

(c) Title to the Premises is insurable, for the benefit of the Buyer, by a title insurance company reasonably acceptable to Buyer, in a fee owner's policy of title insurance, at normal premium rates, on the American Land title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;

(d) The Premises abut and have vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the

Premises are located and the Premises and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;

(e) Certificates of Compliance for any outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing;

(f) All existing utilities servicing the Premises are provided directly from a public street or private way, or via validly recorded easement with perpetual right of use;

(g) The Premises are not located within a so-called "Flood Plain Area" or "Flood Plain Zone" or any other such flood-prone area as determined under the rules and procedures of the Federal Flood Plain Insurance program which would require Buyer to purchase flood insurance; and

(h) All buildings, structures and improvements on the Premises are equipped with all necessary utilities, including, without limitation, electric, municipal water, public sewer telephone, cable and natural gas.

It is agreed in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

28. Seller warrants and represents that the premises does not fall within the jurisdiction of any historical commission authority, and that the premises can be used for residential, administrative or commercial use as of right without the necessity of any zoning relief or special permitting.

29. All notices and correspondence with regard to this Purchase and Sale Agreement shall be mailed by registered or certified mail, return receipt requested, all charges prepaid, or hand delivered, addressed to Buyers or to the Seller at their following respective addresses. Additionally, Notice shall be deemed sufficient if sent by "Facsimile" (Fax) or E-mail Notice to Buyers or Sellers by Fax or E-mail to the Buyers' or Sellers' attorneys, respectively, to the Fax numbers or E-mail addresses as set forth below and said Fax or E-mail shall be effective when printed receipt from the sending machine or E-mail shows time sent. All Notices shall be deemed timely given pursuant hereto if postmarked by the United States Postal Service, or hand delivered or sent by Facsimile (Fax) transmission or E-mail on or before the date required herein relative to said Notice. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may

be, such deadline or other date shall be automatically extended to the immediately following business day.

BUYERS:

BUYER'S ATTORNEY:

SELLERS:

SELLERS' ATTORNEY:

30. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

31. By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions, electronic, digital and/or facsimile signatures of such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.

BUYER:

SELLER:

By _____

APPENDIX XI
Certificate of Non-Collusion

The undersigned certifies, under penalties of perjury, that this 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.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

APPENDIX XII
Certificate of Tax Compliance

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

APPENDIX XIII
Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c.7C, §38, prior to the conveyance of or execution of a Purchase for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:

(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Purchase or rental for _____ (term):

4. Seller(s) or Seller(s): _____

Printed Name (s)

Purchaser(s) or Lessee(s): _____

Printed Name (s)

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Printed
Name

Printed
Address

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Printed
Name

Printed
Title or position

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any Purchase, rental or will require filing a new disclosure with the Division of Capital Asset Management and Maintenance (DCAMM) within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is completed and accurate in all respects.

Signature: _____

Printed Name: _____

Printed Title: _____

Dated: _____

APPENDIX XIV
Conflict of Interest Certification

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Purchase or pursuant to this Request for Proposals.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, 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 Purchase or by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining the Purchase (pursuant to this Request for Proposals) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Purchase to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Date