

**REQUEST FOR PROPOSALS**  
**RFP FLLAC #3**

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

Public Release of RFP: November 19, 2018  
Proposals Due: December 18, 2018  
Anticipated Award Date: February 4, 2019

**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, D215, 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 ASD/DD 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 lease a suitable space to house a current program, The Caldwell Alternative Middle-High School.

**Project Schedule:**

Current Site visit: November-December 2018

Bids due: December 18, 2018

Recommendation to BOD: January 31, 2019

Move in date: August 14, 2019

**Request for Proposals:**

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

FLLAC has designed this RFP to provide for an open, fair, and competitive process for selecting lease 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 lease to be executed between the chosen Proposer and FLLAC.

FLLAC is requesting proposals for the lease 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 Lease 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](http://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 November 19, 2018.

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 December 18, 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 December 18, 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 is familiar with all the conditions of the proposed Lease. 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: LEASE 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 Lease 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 Lease or substantially similar to the Lease or 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](http://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](http://www.fllac.org)), including, and without limitation, the proposal form and attachments.

Any Lease 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 award a Lease. 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 Lease in accordance with the terms of this RFP, in the form of the attached Sample Lease. 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 II.

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 14, 2019

e. **Term:** Initial term of ten (10) years

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:** Facility capable of providing outside active and passive recreational areas for students of various ages, in proximity to the building.

**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, (iii) accept a different Amount of Space than the Amount of Space sought in the RFP, (iv) request Proposers who submitted proposals to submit best-and final offers, (v) reject any part of any proposal, and (vi) 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 lease acceptable to FLLAC and the landlord, but if agreement is not reached, FLLAC reserves the right to re-advertise or approach another Proposer.
- f. **Preparation of the Lease:** After a proposal has been selected, the selected owner will be contacted by FLLAC to finalize a lease. 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 Lease Agreement, Appendix IX.
- g. **Turnkey Facility:** The Landlord shall provide a turn-key facility that meets the needs of FLLAC

**Occupancy:**

FLLAC will take occupancy of the leased premises on or before August 14, 2019 only after construction of the improvements is substantially completed and the landlord 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 leased 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 leased 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 landlord 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 landlord shall provide certified testing before signing of any lease 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 lease or, which identify all



existing air quality and state 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 leased premises. HVAC sound levels not to exceed a room criterion (RC) number of 35.
- II. Electrical Service:** Electrical service must be of sufficient capacity 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 landlord must provide rest rooms and drinking fountains as dictated by code. In older buildings, Proposers may provide water coolers and bottled water in lieu of drinking fountains.
- II. Parking:** 30-35 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. Tenant Improvements:** Proposer must agree to substantially meet the specifications in **FACILITIES NEEDS LIST**, Appendix II, or must suggest, within the proposal, alternatives acceptable to FLLAC.
- III. Security Plan:** The Proposer is asked to develop a security plan for the entirety of the proposed space which may include: intercom, video surveillance of all/part of the exterior and interior spaces, emergency egresses, specific door and window locks, window coverings, space alternative location for refuge, entrance cameras and electronic access, etc.

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 III, 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.
- III. 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 if applicable. 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 leases within the last ten (10) years. This shall include a brief description of the location and costs of such leases.
- 14) A description of past performance in both public and private leases 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 leases 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) A statement of financial stability of the Proposer.
- 18) 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.
- 19) Description of the current configuration of the space.
- 20) Other current tenants in the building.
- 21) A floor plan indicating the current breakdown into classrooms, common spaces, offices and conference rooms including dimensions.
- 22) All handicap accessible areas, and a description in full of any of the offered space that is not handicap accessible.
- 23) The available parking, including the number of spaces and whether the area will be exclusive for FLLAC's use or shared with other tenants.
- 24) 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 offices will be available for occupancy.
- 26) 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 will 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. 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.

**e. 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 Lease Proposal Form.

**f. 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 landlord 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 landlord 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.

**g. 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 lease. These costs include the rent, any additional rent or other sums paid to the landlord, operating expenses paid directly by the tenant, 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.

**h. Lease Terms:** In evaluating the proposals, FLLAC shall consider any reservations, objections and proposed amendments made by a Proposer as to particular lease terms in the Lease attached to this RFP with preference given to the lease terms as shown in the Lease. 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 Lease.

## **General Specifications:**

- a. LANDLORD SERVICES:** For a lease the services described in this section are those which the landlord will be expected to provide for the tenant. If the landlord is unable or unwilling to provide any of these services, this should be clearly indicated in the proposal so that FLLAC can take any such reservations into account in evaluating the proposal.

**I. Utilities:** The proposed rental rate and annual rent of the Proposal Form should exclude (1) water and sewer services, (2) heating, ventilation and air-conditioning, (3) energy and fuel consumption, (4) all lighting and (5) electricity for FLLAC's office equipment from 7:00 a.m. to 9:00 p.m., seven days a week.

The cost of electricity for lighting and office equipment is to be estimated separately in the rental cost section of the Proposal Form so that FLLAC will have the option of paying separately and subtracting the amount indicated from the proposed rent.

Temperature throughout the premises between 68°F and 74°F during working hours, defined as 7:00 a.m. to 9:00 p.m., seven days a week.

**II. Maintenance of Premises, Appurtenant Areas and Building:** FLLAC will perform all routine maintenance at any space leased pursuant to this RFP.

**III. Building Security and Access:** The landlord shall allow authorized FLLAC employees to have access to the premises during off hours. This may be accomplished by using security guards or by means of a master key, electronic card, or similar restrictive entry system.

## **FLLAC Needs:**

These Specifications, combined with the **FACILITIES NEEDS LIST** Appendix II, describe the tenant 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 landlord must upgrade emergency lighting to comply with current coded standards for new construction within the premises and along all paths of egress. The proposer is responsible for providing and maintaining any generator required for emergency systems.
- 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. 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.
- g. 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:**

<b>Mandatory Evaluation Criteria</b>		<b>YES</b>	<b>NO</b>
Total area equal to 17,000- 20,000 square feet			
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 14 <sup>th</sup> , 2019			
Property is available for term of at least 10 years, with three (3) one (1)-year options for renewal			
Property for lease must be subject to a lease or that materially conforms to the sample attached lease			
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 and to provide (as Landlord) property management services as deemed necessary during the lease term (if applicable for lease)			
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			
<i>Proceed to Qualitative Criteria only if all Mandatory Criteria have been answered YES</i>			
<b>Qualitative Criteria</b>	<b>Highly Advantageous</b>	<b>Advantageous</b>	<b>Not Advantageous</b>
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 within ½ mile of public transit</i>	<i>More than ½ mile of public transit</i>
Exterior site area (available for active recreational use)	<i>Recreational areas are easily identified and immediately accessible</i>	<i>Recreational areas are available can be developed within a short walk</i>	<i>Recreational areas space to develop such areas are limited</i>
Age and condition of building systems and components	<i>Building and systems are in good to excellent condition</i>	<i>Building and systems are in good to fair condition</i>	<i>Building and systems are in fair to poor condition</i>
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>
Proposed security plan incorporates: intercom, video surveillance of all/part of the exterior and interior spaces, emergency egresses, specific door and window locks, window coverings, space alternative location for refuge, entrance cameras and electronic access, etc.	<i>Security plan includes all suggested components and more</i>	<i>Security plan includes most of the suggested components</i>	<i>Security plan includes few or none of the suggested components</i>
Property is or can be configured to accommodate the programmatic space requirements as detailed in the <b>FACILITIES NEEDS LIST</b>	<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 LANDLORD, design team, AND contractor to bring the project in on time and substantially complete the project for FLLAC's occupancy by 8/14/2019	<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 Lessor 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 lease 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 lease for the space; or
- Appropriation of funds to pay the rental and other expenses associated with entry into the Lease.

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

**1. Compliance with Laws**

The Lessor 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, in effect throughout the term of any Lease and any extension or renewal thereof.

**2. Insurance**

The Lessor shall keep in force throughout the term of the Lease and any extension or renewal thereof the amount of insurance described in the Lease Agreement that is part of this RFP and is incorporated herein by reference.

**3. Indemnification**

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

**4. Taxes**

- A. The LANDLORD shall be responsible for paying, as a cost of operation, all applicable taxes and fees, including, but not limited to, State and local income taxes, and payroll and withholding taxes for LANDLORD'S personnel.
- B. The LANDLORD 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.

**5. Price Comparison**

- A. The lowest Proposer's price will be determined by totaling the price per year for all years including renewal years and will be compared against other Proposers prices for the same years.
  
- B. All proposals shall be valid and may not be withdrawn for ninety (90) days after submission.

**6. Financial Support Schedules "Price" Proposal**

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

CA RFP Appendices

Appendix

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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 Facilities Needs List

FLLAC RFP 3  
RFP due: 12-18-2018

<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 III**  
**Price Proposal Form - Lease**

Please print legibly.

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

Initial Term (Years 1-10) and Option Years 11-13

Initial Term:

Year 1:

Year 2:

Year 3:

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in words

\_\_\_\_\_  
Price in words

\_\_\_\_\_  
Price in words

Year 4:

Year 5:

Year 6:

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in words

\_\_\_\_\_  
Price in words

\_\_\_\_\_  
Price in words

Year 7:

Year 8:

Year 9:

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in words

\_\_\_\_\_  
Price in words

\_\_\_\_\_  
Price in words

Year 10

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in words

OPTION YEARS (1-10) (YEARS 11-13, AS EXTENDED AT THE SOLE DISCRETION OF FLLAC)

Year 1:

Year 2:

Year 3:

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in numbers

\_\_\_\_\_  
Price in words

\_\_\_\_\_  
Price in words

\_\_\_\_\_  
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 \_\_\_\_\_

Tel. \_\_\_\_\_

**APPENDIX IV**  
**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 V**  
**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 VI**  
**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 VIII**  
**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.

PLEASE PRINT OR TYPE

AUTHORIZED  
AGENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**APPENDIX IX**  
**Draft Lease Agreement with option to purchase**  
**Exhibit A (rent schedule)**

The rest of this document is what will be used as the basis for a lease agreement. You do not have to enter any information at this time.

**LEASE**

It is hereby agreed by and between FLLAC Educational Collaborative, 2 Shaker Road, Suite D215, Shirley, MA (hereinafter designated "FLLAC") and \_\_\_\_\_, which has an address of \_\_\_\_\_ (hereinafter designated "the Lessor"), as follows:

1. Pursuant to M.G.L. c.30B, FLLAC solicited proposals for the lease of educational space. The provisions of the Request for Proposals for Educational Space are incorporated herein by reference. The Lessor submitted the successful proposal (the "Proposal"), which is incorporated herein by reference. In the event of any conflict among the Lease Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Lease (if any)
Second Priority:	Lease
Third Priority:	Addenda to the Request for Proposals (if any)
Fourth Priority:	Request for Proposals
Fifth Priority:	Lessor's Proposal.

The Lessor hereby leases to FLLAC the entire building and grounds of \_\_\_\_\_ ("the Leased Premises"), which is described more fully in the Lessor's Proposal and attached hereto as an exhibit.

2. FLLAC shall have the right to use the Leased Premises in accordance with the terms herein. The Lessor shall have the right of access to and entry upon all portions of the Leased Premises with reasonable notice and at reasonable times. In the event of an emergency, the Lessor shall give such notice of such entry as is reasonable under the circumstances.

FLLAC shall have the right to utilize the entire building and grounds, and such right shall include the use of any parking areas available to the premises now, at the time of the signing of the lease, or at any time in the future during the term of this Lease.

The Parties acknowledge that the Leased Premises will be utilized in their entirety for the purpose of educational space, at various times of the day and evening, seven days per week, throughout the entire year.

3. The initial term of this Lease shall be for \_\_\_\_\_ months, commencing on \_\_\_\_\_, and expiring on \_\_\_\_\_.  
At the sole discretion of FLLAC this Lease may be extended for up to for up to three (3) additional, individually exercisable five (5) year terms. If the Lessor cannot meet the above deadlines, it shall pay to FLLAC, as liquidated damages the sum of one thousand dollars (\$1,000.00) per day until the space can be occupied.
4. FLLAC shall pay the following rent to the Lessor on a monthly basis as described in Exhibit A.
5. Lessor hereby grants FLLAC the exclusive and irrevocable right, privilege, and option to purchase the Leased Premises at any time during the Term of this Lease (which shall include any and all Extension Terms, if exercised) on the terms set forth below (the "Purchase Option"). The price to be paid shall be the fair market value of the Premises as of the date of the Preliminary Notice of Exercise (defined below) (the "Fair Market Value"). FLLAC shall deliver to Lessor a preliminary written notice of its intention to exercise its Purchase Option (the "Preliminary Notice of Exercise"), together with a copy of an appraisal prepared by an appraiser licensed in Massachusetts, setting forth the Fair Market Value of the property. If Lessor refuses to accept such amount as the Fair Market Value, then Lessor shall, within thirty (30) days of the date of the Preliminary Notice of Exercise, obtain a second appraisal of the Fair Market Value, at its own expense. In the event that Lessor and FLLAC cannot then agree on the Fair Market Value within forty-five (45) days of the Preliminary Notice of Exercise, then Lessor's and FLLAC's appraisers shall jointly select a third appraiser, the cost of which shall be shared equally by the parties, and the average of the three appraisals of the Fair Market Value shall be binding on Lessor and FLLAC. The third appraisal shall be completed within ninety (90) days of the Preliminary Notice of Exercise. Once the Lessor and FLLAC agree on the Fair Market Value, the FLLAC may elect to exercise its Purchase Option as set forth herein: (a) FLLAC shall exercise its Purchase Option by written notice (the "Final Notice of Exercise") delivered by certified mail, return receipt requested, thereof to Lessor, postmarked on or before the expiration of the Lease. When the Final Notice to Exercise is mailed as provided herein, the Purchase Option shall be deemed exercised and the Purchase Option shall become a contract for the sale of the property by Lessor to FLLAC at the Fair Market Value and upon the terms and conditions set forth herein; and (b) If FLLAC exercises its Purchase Option, Lessor and FLLAC shall agree on the time and place of closing, the time of such closing to be within one hundred twenty (120) days from the mailing of the Final Notice of Exercise (or such other date as the parties may agree upon), which

purchase shall be contingent on: FLLAC's Board of Directors authorizing said purchase and appropriating funds therefor; compliance with G.L. c. 30B, if applicable, and other special or general laws applicable to the purchase of property by FLLAC; receipt of any gifts or grants of funds to be applied to the purchase price; Lessor's compliance with G.L. c. c.7, §40J and waiver of relocation benefits; and subject to the terms set forth below.

If the FLLAC exercises its Purchase Option, Lessor shall convey the Premises to the FLLAC by Quitclaim Deed containing the usual covenants, conveying a good and clear record and marketable fee simple title thereto, together with all improvements and appurtenances thereunto belonging, free and clear of all liens, easements, leases and encumbrances of any kind, together with rights, title and interest in and to any streets, ways or alleys adjoining or abutting thereon, subject to easements, restrictions and reservations of record as of the Commencement Date, if any, provided the same do not interfere with use of and access to the Premises for the Permitted Uses, or consented to by FLLAC. If Lessor is unable to give title or make conveyance as herein stipulated, Lessor shall use reasonable efforts to remove any defect in title or to deliver possession as provided herein, in which event Lessor shall give written notice thereof to FLLAC at or before the time of performance, and thereupon the time for performance hereunder shall be extended for a period of thirty (30) days. If at the end of said thirty (30) days Lessor shall have failed to remove any defects in title or to deliver possession of the Premises, then at FLLAC's option all obligations of the parties hereto shall cease, and the provisions hereof shall be void and without recourse to the parties hereto. FLLAC shall have the election, at either the original or extended time of performance, to accept such title as Lessor can deliver to the Premises and to pay therefor the purchase price without deduction, in which case the Lessor shall convey such title. To enable Lessor to make conveyance as herein provided, Lessor may at the time of the delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instrument so procured are recorded simultaneously with the delivery of said deed. Taxes shall be adjusted as of the closing date pursuant to G.L. c. 59, § 72A; taxes paid through the closing date shall not be refunded. Water, sewer, fuel, and other customary adjustments shall be made as of the closing date. Full possession of said Premises free of all tenants and occupants and free of all personal property shall be delivered to FLLAC at the time of delivery of the deed. Lessor shall defend, indemnify and hold the FLLAC harmless from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through Lessor. FLLAC shall be in the same condition as they are as of the date of the Final Notice of Exercise. FLLAC reserves the right to inspect the Premises for compliance with this provision prior to the closing. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any

entity other than FLLAC, then at FLLAC's sole option, FLLAC may revoke its Purchase Option, without recourse to the parties. Any matter or practice arising under or relating to the purchase of the Premises that is the subject of a title standard or practice standard of the Real Estate Bar Association (REBA) at the time of delivery of the deed shall be covered by such title standard or practice standard to the extent applicable.

Irrevocable Option. Lessor agrees that FLLAC's Purchase Option shall not be revocable. Lessor agrees not to sell, or otherwise dispose of the Premises or any part thereof or in any way to encumber title to the Premises prior to the expiration of the Lease (or termination date if earlier), except for (a) a deed to FLLAC, or its successor, assignee or nominee, and (b) mortgages to recognized lending institutions. The Purchase Option shall be binding upon Lessor and Lessor's heirs, devisees, executors, administrators, successors and assigns.

6. The Lessor shall supply the Leased Premises with at least heating fuel, electricity and water and sewer service. Such costs shall be included within the rent. Telephone and internet access must be available or able to be added to the property/space.
7. FLLAC shall be responsible for the proper maintenance and upkeep of buildings, facilities and grounds of the Leased Premises, including but not limited to daily custodial work, snow plowing, and routine maintenance and repairs, and shall maintain the Leased Premises in a clean and orderly condition. The Lessor shall be responsible for all capital improvements not specifically referenced below, including repairs or replacement of heating, electrical and plumbing systems, the roof and the building structure, windows, doors, exterior of the building and all similar major repairs in any year of the term of this Lease.

Following the delivery of the premises from Lessor to tenant, the cost of all improvements or modifications to the interior of the Leased Premises instituted by FLLAC shall be the responsibility of FLLAC unless otherwise agreed by the parties.

As any such renovations or modifications shall be considered improvements to the Leased Premises, FLLAC shall not be liable to return the premises to their original condition following termination of the Lease.

If no renovations or modifications are made to the Leased Premises, FLLAC shall, at the end of the Lease Term, surrender the Leased Premises in good condition, reasonable wear and tear excepted.

The Leased Premises shall be in "broom clean" condition at the time of the



execution of this Lease, excepting any furnishings or items which the parties have mutually agreed shall remain on the premises. Any such items remaining shall become the property of the Lessor who shall permanently retain ownership rights to the personal property including the right to alter its appearance or dispose of said property.

8. Except as provided in Paragraphs 6 above and 9 below, at the expiration of its tenancy, FLLAC shall deliver the Leased Premises to the Lessor in at least the same condition as received, reasonable wear and tear expected.
9. FLLAC shall be liable for all costs associated with all repairs due to the negligence or vandalism of its employees, officers, agents, representatives or invitees. Such repairs may be made by the Lessor but entirely at the expense of FLLAC.
10. All improvements to the Leased Premises by FLLAC, other than routine maintenance or repair, shall be approved by the Lessor prior to implementation to ensure agreement as to design, scope, materials, and methods, and such approval shall not be unreasonably withheld.
11. Lessor agrees to indemnify and hold harmless FLLAC, its boards, commissions, committees, officers, employees, agents, designees, assigns, and representatives, against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct of or management about the Leased Premises, or from any accident in or on the Leased Premises, and shall further indemnify and save FLLAC harmless against and from any and all claims arising from any breach or default on the part of Lessor in the performance of any covenant or agreement on the part of the Lessor to be performed pursuant to the terms of this Lease, or arising from any act or omission of Lessor or any of its agents, contractors, servants, employees or licensees and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon; and in case any action or proceeding be brought against FLLAC by reason of such claim, Lessor, upon notice from FLLAC, agrees to defend at Lessor's expense, such action or proceeding by counsel reasonably satisfactory to FLLAC.
12. Lessor shall defend, indemnify, and hold harmless FLLAC from and against any and all Claims which may at any time be imposed upon, incurred by or asserted or awarded against FLLAC as a result of any Hazardous Materials. If FLLAC shall have to sue Lessor to enforce this indemnity and if FLLAC prevails in such suit, then Lessor shall reimburse FLLAC for its reasonable attorneys' fees in bringing such action. Notwithstanding the foregoing, Lessor shall have no obligation to save defend, indemnify, or save harmless FLLAC to the extent such Claims are related to any release or threatened release of

Hazardous Materials or any failure to comply with the Environmental Laws by FLLAC.

The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority.

13. FLLAC shall take out and maintain during the term of this Lease and any extension or renewal thereof following insurance in companies and forms acceptable to the Lessor and in adequate amounts as shall protect it and the Lessor and its boards, commissions, committees, employees, agents, officers, officials, and assigns from all claims and liability for damage, which may arise from operations under this Lease.

The Lessor shall take out and maintain during the term of this Lease and any extension or renewal thereof following insurance in companies and forms acceptable to FLLAC and in adequate amounts as shall protect it and the Lessor and its boards, commissions, committees, employees, agents, officers, officials, and assigns from all claims and liability for damage, which may arise from operations under this Lease.

Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- A. Worker's Compensation Insurance: as required by the laws of Massachusetts and Employer's Liability: not less than \$500,000/\$500,000/\$500,000.
- B. Commercial General Liability Insurance: Written on an occurrence basis – including personal injury liability coverage, products – completed operations coverage, premises operations liability coverage, not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance: Not less than \$1,000,000, combined single limit.
- D. Excess Liability Insurance, Umbrella Form, not less than \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Excess liability insurance, umbrella form shall be following form, which shall provide coverage over commercial general liability insurance, and automobile liability insurance.
- E. FLLAC shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Automobile Liability

Insurance, and Excess Liability Insurance, Umbrella Form.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Lease and shall operate as an immediate termination thereof.

The Lessor shall also be required to provide as proof of coverage to FLLAC endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that FLLAC is named as an additional insured on each policy

14. This Lease may be subject to termination by FLLAC upon thirty (30) days' written notice by FLLAC to the Lessor, with or without cause.
15. Lease is subject to appropriation. FLLAC may terminate the lease if the lessor defaults on the property or files for bankruptcy.
16. If the Building or the Leased Premises shall be damaged or destroyed by fire or other casualty (a "Casualty"), then Lessor shall, within thirty (30) days from the date of such Casualty, deliver to FLLAC a good faith written and certified estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty (the "Casualty Damage").

If (i) a substantial portion of the Leased Premises or the Building is damaged by Casualty such that it unduly interferes with FLLAC's ability to conduct its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Casualty (such damage is referred to hereinafter as "Substantial Damage"), or (ii) Lessor does not deliver the Damage Notice within the time specified above (provided, however, that Lessor shall have an extra five (5) days cure period after receipt of notice from FLLAC of the failure of the Damage Notice to be delivered), then FLLAC may terminate this Lease by delivering written notice to the Lessor of its election to terminate within fifteen (15) days after the Damage Notice (i) has been delivered to FLLAC, or (ii) should have been delivered to FLLAC after application of the above-described cure period. If FLLAC does not terminate this Lease, then Lessor shall repair the Building or the Premises, as the case may be, as provided below.

If FLLAC does not elect to terminate this Lease following a Casualty, or in the case there is no Substantial Damage to the Premises or the Building but only partial damage, then Lessor shall proceed with reasonable diligence to carry out any necessary demolition and to restore, repair, replace and rebuild the Building and other improvements to substantially the same condition as they existed immediately before such Casualty. Provided that said Casualty damaged the Building or any parking or access rights appurtenant thereto,

such rebuilding or restoration shall be in accordance with plans and specifications submitted by Lessor to FLLAC and subject to FLLAC's approval and shall further be carried out by duly licensed contractors.

If the Leased Premises shall be destroyed or damaged and Lessor shall repair or restore the Leased Premises pursuant to the provisions of this Section, any Rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which FLLAC's use of the Premises shall be impaired. Such reduction shall not exceed the sum of one year's payment of rent.

17. If more than one-quarter (1/4) of the floor area of the Leased Premises shall be taken by eminent domain FLLAC may terminate this Lease as of the date the condemning authority takes title or possession, by delivering notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall take title or possession). If FLLAC does not terminate this Lease, this Lease shall remain in effect as to the portion of the Leased Premises not taken, except that the Base Rent shall be reduced in proportion to the reduction in the floor area of the Premises. If this Lease shall be terminated, any condemnation award or payment shall be distributed to the Lessor. FLLAC shall have no claim against Lessor for the value of the unexpired lease term or otherwise.
18. All equipment installed by FLLAC in the Leased Premises at its expense shall remain FLLAC's property, and all or any part thereof may be removed by FLLAC at FLLAC's option, at the expiration or earlier termination of this Lease, provided that FLLAC at its expense shall repair any damage caused by such removal.
19. Any notice to FLLAC or the Lessor shall be given in writing and shall be deemed duly served if hand-delivered or if mailed, postage prepaid, by registered mail or certified mail, return receipt requested, to the FLLAC Central Office at 2 Shaker Road, Suite D215.
20. The failure of either party to insist upon the strict performance of any provisions of the Lease shall not constitute a waiver of compliance with the remaining provisions of this Lease.
21. This Lease may be modified or amended only by written consent of FLLAC and the Lessor.
22. Lessor shall not assign or sublet this Lease, or any portion of the Leased Premises, without the prior written consent of FLLAC.
23. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the heirs, assigns and successors in interest of the parties.

24. If any provision, or portion thereof, of this Lease shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted bylaw.
25. This Lease shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts. Any action at law or suit in equity instituted by the Lessor as a result of the performance, non-performance or alleged breach of this Lease shall be field in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
26. The Lessor hereby acknowledges that it has not been influenced to enter into this Lease, nor has the Lessor relied upon any warranties or representations not set forth in this Lease.
27. By entering into this Lease, the Lessor hereby certifies pursuant to M.G.L. c. 62C, §49A, that it is in compliance with all laws of the Commonwealth pertaining to taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support. The Lessor also certifies that its entry has not been made through fraud or collusion with any other person.
28. By entering into this Lease, the Lessor acknowledges that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Lessor with respect to its performance under this Lease. The Lessor and its officers, employees, agents, contractors, subcontractors and affiliated agencies 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.
29. By entering into this Lease, the Lessor hereby certifies that, pursuant to M.G.L. c.7C, §38, it shall make any required disclosure of beneficial interest in real property.

**EXECUTED** as a sealed instrument in duplicate copies as of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Name of Lessor)

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Individual authorized to sign

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Dated

FLLAC Collaborative

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Individual authorized to sign

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Corporation name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on \_\_\_\_\_, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation. I, further certify that the above vote is still in effect on this, the \_\_\_\_\_ day of, 20\_\_\_\_, and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

The certification contained here above shall be executed by Lessor or copy of current "certification of authority to sign for the Corporation" shall be attached.

#### EXHIBIT A

Pursuant to paragraph 4, above, of the Lease, FLLAC shall pay the Lessor according to the following schedule of rent based on the response to the RFP.



**APPENDIX X**  
**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 XI**  
**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 XII**  
**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 lease 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:      Lease or rental for \_\_\_\_\_ (term):

4. Seller(s) or Lessor(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 lease, 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 XIII**  
**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 Lease 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 Lease 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 Lease (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 Lease 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