



# LINCOLN PUBLIC SCHOOLS

BUCKNER M. CREEL  
ADMINISTRATOR FOR BUSINESS AND FINANCE

February 25, 2010

To: Mickey Brandmeyer, Superintendent  
School Committee  
From: Buck Creel

Subject: Request for Proposal (RFP) for Lease of Hartwell Space

**General Considerations.** In June 2000, the School Committee entered into a ten-year lease with Magic Garden for classroom, administrative and playground space in and around the Hartwell Building, to be used for nursery school and related uses. The 2000 lease ends on August 31, 2010. The Administration proposed that the School Committee extend Magic Garden's occupancy by one year, through August 31, 2011. The School Committee agreed, Magic Garden accepted the terms and a one-year extension is in place.

On April 4, 2008, the Magic Garden Executive Board was given notice of non-renewal of the current lease and of the School Committee's intent to recompete on a timely basis. The current annual lease payment is \$19,169, so the rental value of the property over the five-year period will exceed \$25,000 and a formal RFP process must be followed to comply with M.G.L. c. 30B § 16.

**Rental Objective.** The School Committee recognizes that its facilities have a range of public uses. When facilities are used on a periodic basis the School Committee policy KFB Use of School Buildings has established fees and conditions. When the School Committee establishes a longer-term use arrangement, i.e., an agreement to lease facilities to other organizations, it has the desire to cover the operational costs of the leased facilities.

**Declaration of Excess, Identification of Use Restrictions.** Before the lease can be recompeted, MGL c. 40 § 3 requires the School Committee to take several actions:

- affirm by public vote that the space in the Hartwell Building currently occupied by Magic Garden continues to be surplus space and available for rent.
- affirm by public vote that it desires the surplus space be used for programs with an educational purpose, such as a licensed child care program or other uses harmonious with the proper functioning of the adjacent Lincoln Preschool.

The text of the motion proposed for School Committee consideration is attached. The Administration requests the School Committee take a formal vote at their meeting on February 25, 2010.

**Timeline.** The following timeline is proposed for the Committee’s approval:

- December 23, 2009 – January 31, 2010 Update the RFP documents & review by legal counsel.
- February 25, 2010 School Committee reviews and approves RFP for release. Vote on declaration of excess and use restrictions.
- February 26, 2010 Deadline to submit to *Central Register* March 10 edition
- March 4, 2010 Deadline to submit to *Lincoln Journal* March 11 edition
- March 10, 2010 Posted on line in *Central Register*.
- March 11, 2010 Make RFP documents available on site for pick up. Post on LPS website. Advertise in *Lincoln Journal* March 11 and 18. SC calls for Final Selection Committee candidates.
- March 19, 2010 Proposers’ Conference, 11:30 AM.
- March 25, 2010 SC seats Final Selection Committee.
- April 12, 2010 Deadline for proposal submission, 11:30 AM. Determine responsiveness.
- April 13 to 16, 2010 Evaluate proposals Phase 1.
- April 19 to 28, 2010 Evaluate proposals Phase 2.
- April 30, 2010 Recommendation to SC for vote to award contract.
- May 27, 2010 SC discusses and votes.
- 1 week after SC vote Formally award contract.

## **MOVE**

...that the School Committee **VOTES** that the space in the Hartwell Building currently occupied by Magic Garden continues to be surplus space and available for lease, that it desires the surplus space be used for programs with an educational purpose harmonious with the proper functioning of the adjacent Lincoln Preschool, and directs the Administration to solicit proposals for lease of the space in compliance with Massachusetts General Law.



# Lincoln Public Schools

Ballfield Road  
Lincoln, Massachusetts 01773  
781-259-9401 • FAX: 781-259-9246 • [www.lincnet.org](http://www.lincnet.org)

**Buckner M. Creel**  
**Administrator for Business and Finance**

February 25, 2010

## **Request for Proposals** **Lease of Classroom and Administrative/Support Space** **in the Hartwell Building**

The Lincoln Public Schools invite proposals for the **Lease of Classroom and Administrative/Support Space in the Hartwell Building**, 6 Ballfield Road, Lincoln, Massachusetts in accordance with the specifications enclosed herewith (the "Specifications") for the period September 1, 2011 through August 31, 2016.

**Proposals will be received and time and date stamped by the official time clock in the Mailroom in the Central Administration Offices, Hartwell Building, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773 until 11:30 AM EDST on Monday, April 12, 2010.** The time-stamp clock in the Mailroom of the District Business Office in the Hartwell Building shall be the official time clock.

### **Description of the Property:**

The leased space in the Hartwell Building consists of four classrooms with administrative/support space (approximately 5,400 square feet). The Lessee will have sole use of the four classroom spaces designated as 108, 109 110, and 111, and sole use of the designated office and kitchen space in of the Hartwell Building. The Lessee will have shared use of the following: the reception area and conference room in Room 106; the entryway between Rooms 106 and 108 and associated hallways; the fenced playground to the north of the Hartwell Building; the playground to the south of the Hartwell Building known as "Strat's Place;" and the playground to the north of Pod B. See "Use of Leased Premises" The Lessee will have the right to apply for periodic use of the Hartwell Multi-purpose Room or similar large spaces in the A and B Pods. The space is available year-round. Please see "Use of Leased Premises" in the Specifications for details.

### **Use Restrictions:**

The Lessee may use the Premises, as proposed, only for programs with an educational purpose, such as a licensed child care program, professional development center or other uses harmonious with the proper functioning of the adjacent Lincoln Preschool, subject to and in accordance with all applicable local, state and federal laws, rules and regulations governing a preschool facility.

### **General Requirements:**

A Pre-proposal Conference will be held on Friday, March 19, 2010 at 11:30 AM EDST in the Multi-purpose Room on the first floor in the Hartwell Building, 6 Ballfield Road, Lincoln, MA 01773. A tour of the facility will be included. The conference is an opportunity for prospective proposers to ask questions about the proposal documents. Subsequent questions regarding proposals should be submitted in writing or by email to Buckner Creel, Administrator for Business and Finance, at Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773, or [bcreel@lincnet.org](mailto:bcreel@lincnet.org), no

later than 4:00 PM EDST on Monday, April 5, 2010. Answers will be forwarded to all potential proposers who received RFP documents.

Specifications and other RFP documents may be examined or obtained at the office of the Administrator for Business and Finance, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773. RFP documents may be picked up in the Office of the Administrator for Business and Finance, beginning Thursday, March 11, 2010 at 11:30 AM.

The Lincoln Public Schools will accept the most advantageous offer from a responsive and responsible proposer, taking into consideration all evaluation criteria and price. The Lincoln Public Schools reserves the right to reject any and all proposals, and to enter into a lease with other than the proposer offering the highest lease payment; and to waive any informalities in the selection process, if, in its sole discretion, the Lincoln Public Schools deems it to be in the public's best interest to do so. A responsive proposer has met all requirements and submitted all documents required in this solicitation. A responsible proposer has the capability to perform the contract requirements and the integrity and reliability which assures good faith performance. Prior performance will be considered in the determination of the proposer's responsibility.

Proposals may be corrected, modified or withdrawn prior to the time established for the receipt of proposals only upon the receipt of a written request by the proposer to the Awarding Authority. No proposer may withdraw his/her proposal for at least sixty (60) days after the date set for the receipt of proposals.

The successful proposer will enter into a lease agreement substantially similar to the sample lease agreement attached hereto as Attachment A. By submission of a proposal, the proposer agrees, if its proposal is accepted, to enter into a lease that incorporates all of the requirements of this RFP, the attached Specifications, and the sample lease. It is the intent of the Lincoln Public Schools to enter into a lease within sixty (60) days after the date set for the receipt of proposals and all proposals, including the price stated therein, submitted in response to this Request for Proposals shall remain firm for that period.

for the Lincoln Public Schools

Buckner Creel  
Administrator for Business and Finance

# ***INSTRUCTIONS TO PROPOSERS***

## **a. Receipt of Proposals**

All proposals shall be due in the Central Administration offices, Hartwell Building, Lincoln Public Schools, Ballfield Road, Lincoln, Massachusetts 01773 by 11:30 AM EDST on **Monday, April 12, 2010**, as indicated by the official time and date stamped on all proposals. The time and date stamp clock in the District Business Office in the Hartwell Building shall be the official time clock. No proposals received after the time established above for the receipt of proposals will be considered, regardless of the cause.

If, at the time of the scheduled proposal receipt, the Lincoln Public Schools are closed due to uncontrollable events including but not limited to fire, snow, ice, wind or building evacuation, proposals will be received until 11:30 AM EDST on the next normal business day.

## **b. Form of Proposal**

To be considered responsive, every proposal shall include the Proposal Forms, shown herein, copies of which may be obtained from the Awarding Authority (Proposal Forms 1 – 7 and Appendix A). This shall include the Disclosure of Beneficial Interest Form, as required pursuant to M.G.L. c. 7, §40J, and the Certification Form as to Tax Compliance, as required pursuant to M.G.L. c. 62C, §49A. The balance of the proposal submitted may be written in whatever form the proposer desires, but should contain sufficient information to allow the Proposer Selection Committee to evaluate the proposal using the criteria specified in paragraph Evaluation of Proposals below.

## **c. Submission of Proposals**

All proposals must be submitted in sealed envelopes clearly marked as “Hartwell Space Lease Proposal,” bearing on it the permanent name and business address of the proposer. If forwarded by mail, the sealed envelope shall be marked as directed above preferably sent by registered mail. No responsibility will be attached to the Awarding Authority for early opening of a proposal not properly addressed and identified. The proposal price and signature shall be in ink and in longhand. Each proposer is required to fill in all the blank spaces in the proposal. All Addenda (if any) must be signed, dated and enclosed in the sealed proposal. All proposals must be submitted in original plus 4 copies.

## **d. References**

Proposers must be able to establish their ability to successfully use the leased space in the manner proposed through references and by providing other relevant information upon request. All proposals must include a list of at least three references, attesting to the manner in which the proposer has performed in the past. Included should be the name of the community and contact person, address and phone number. (Proposal Form #3)

**e. Interpretation of Documents**

All interpretations of Proposal Documents, the Lease Agreement and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be made available to proposers not later than two days prior to the date fixed for the receipt of the proposals at the office of the Administrator for Business and Finance and which may be obtained from the Administrator of Business and Finance, Lincoln Public Schools, Hartwell Building, Ballfield Road, Lincoln, Massachusetts 01773. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents and shall be specifically incorporated therein by reference.

**f. Modification of Proposals**

No modification of any proposal will be considered by the Town of Lincoln's School Committee ("Awarding Authority") unless received by the Awarding Authority in writing prior to the time established for the receipt of proposals.

**g. Proposal Checklist**

Each proposer will complete, sign and enclose a copy of the Proposal Checklist, shown herein, in the sealed proposal, copies of which may be obtained from the Awarding Authority. (see Proposal Form #7)

**h. Pre-Proposal Conference**

There will be a pre-proposal conference held at 11:30 AM EDST on Friday, March 19, 2010 in the Multipurpose Room on the first floor of the Hartwell Building, 6 Ballfield Road, Lincoln, Massachusetts 01773. Attendance at the conference is not mandatory.

**i. Evidence of Insurability and Indemnification**

To be considered responsive and responsible, every proposal submitted shall be accompanied by a certificate, statement or other evidence of insurability indicating an ability to comply with the insurance requirements listed in the Specification to these Instructions. The Committee expects the successful proposer to produce a Certificate of Insurance at the time the contract is signed showing compliance with the required insurance coverage, including Workers' Compensation, and naming the Town of Lincoln and the Lincoln School Committee as additional named insureds.

**j. Statement of Non-Discrimination**

To be considered responsive and responsible, every proposal submitted shall be accompanied by a Statement of Non-Discrimination (see Proposal Form #4). All proposers on this Contract shall be required to comply with the provisions of Massachusetts General Law Chapter 151B Unlawful Discrimination Because Of Race, Color, Religious Creed, National Origin, Ancestry Or Sex. The successful proposer shall also be required to comply with the provisions of the School Committee's Non-Discrimination policy and related statutes (text follows).

## NON-DISCRIMINATION POLICY AND DISCRIMINATION GRIEVANCE PROCEDURES

The Lincoln Public Schools is committed to ensuring that all of its programs and facilities are accessible to all students, staff and members of the public. We do not discriminate on the basis of age, color, covered Veteran status, disability, national origin, race, religion, sex, sexual orientation, or housing status. Inquiries regarding the district's compliance with Title IX and other civil rights laws may be directed to the Superintendent of Schools, Lincoln Public Schools, Hartwell Building, Ballfield Road, Lincoln, MA 01773.

Massachusetts and Federal law make it clear that all aspects of public school education must be fully open and available to members of both sexes and all minority groups. No school may exclude a child from any course, activity, service or resource available in that school on account of race, color, sex, religion, national origin, or sexual orientation of such child. Public law further requires that handicapped persons, regardless of nature and severity of handicap, must be provided a free appropriate public education in the most integrated setting possible.

It is also the policy of the School Committee to promote by affirmative action, equal employment opportunity without discrimination on account of race, color, religion, national origin, marital status, sex, sexual orientation, age, genetic information, ancestry or housing status. Further, a qualified handicapped person, who, with reasonable accommodation, can perform the essential functions of the job should not be disqualified simply because they have difficulty performing tasks that bear only a marginal relationship to a particular job. This policy shall be implemented to the full extent feasible in all its employment practices and by the inclusion of appropriate provisions in contractual agreements.

The Lincoln Public Schools is an affirmative action employer.

Inquiries regarding the district's compliance with Title IV, Title IX, and Section 504 and other civil rights laws may be directed to the Superintendent of Schools, Lincoln Public Schools, Hartwell Building, Ballfield Road, Lincoln, MA 01773.

A brochure outlining civil rights regulations, procedures, timelines and contacts regarding violation is available at the Superintendent's office and each of the school's offices. Additional information is available on the website of the Office for Civil Rights, U.S. Department of Education at <http://www.ed.gov/about/offices/list/ocr/>.

Inquiries about Title IX and other federal civil rights laws may be directed to the Office for Civil Rights, U.S. Department of Education, 33 Arch Street, Suite 900, Boston, MA 02110-1491 (phone number: 617-223-9662).

The district's coordinator for all issues relating to civil rights and discrimination is the Administrator for Student Services. The Administrator for Student Services can be reached at:

Hartwell Building  
Ballfield Road  
Lincoln, MA 01773                      phone 781-259-9403



**k. Evaluation of Proposals.**

The proposals will be evaluated and the winning proposal selected through a two-step process.

**Step 1 – Preliminary Evaluation.** The Preliminary Evaluation Committee will review all proposals, determine responsiveness and responsibility of the proposals and prepare a preliminary ranking for the Final Selection Committee.

**Preliminary Evaluation criteria.** The preliminary ranking will be based on the following comparative criteria, weighted as shown:

- a. Licenses and certifications required by federal and Commonwealth laws and regulations (pass/fail)
- b. Evidence of insurability: comprehensive public liability insurance for bodily injury and property damage in the amount of \$1,000,000 single injury/ \$2,000,000 aggregate (pass/fail)
- c. References. Three (3) references, at least one from a professional organization and one from a client/customer. (pass/fail)
- d. Compatibility with / impact on other uses on the Lincoln Campus. (20%)
- e. Description of program to be offered, including activities by season, hours of operation, educational content and connection, proposed staff/child ratio (if appropriate), parking required and vehicle traffic generated, etc. (20%)
- f. Description of how program benefits the Town of Lincoln and its citizens. (30%)
- g. Business stability of proposer and program, with viability demonstrated through a business plan, budget summary and similar documents. (15%)
- h. Governance structure. (5%)
- i. Proposed program fee structure, including scholarship or fee waiver programs, if any. (10%)
- j. Proposed lease payment and allowance for maintenance and capital projects (must exceed minimum) (pass/fail) (submitted separately)

**Scoring the proposals.** The members of the Preliminary Evaluation Committee will review each proposal separately, scoring each criterion on a scale of 1 to 10. A total score in the range of 1 to 100 for each proposal evaluated will be calculated by multiplying the criterion score by the criterion weight, then adding the resulting points for all six criteria together and multiplying by 10.

For example, if the Selection Committee member scores the criteria as follows:

- d. Compatibility (20%) = 7
- e. Description of program to be offered (20%) = 8
- f. How program benefits the Town (30%) = 9
- g. Business stability (15%) = 8
- h. Governance structure. (5%) = 4
- i. Proposed program fee structure (10%) = 7

the resultant total score would be 78.00, as shown below.

$$[ (7 \times .20) + (8 \times .20) + (9 \times .30) + (8 \times .15) + (4 \times .05) + (7 \times .10) ] \times 10 = 78.00$$

**Ranking the proposals.** A composite score for each proposal will be calculated by averaging the

total score for all of the Selection Committee members' evaluations. A composite total score must be 60 or greater to be considered responsible. The proposal must receive an average score of 5 out of 10 on criteria d. *Compatibility* and f. *How program benefits the Town* to be considered responsible. Additionally, the proposal must pass criteria a. *Licenses and certifications*, b. *Evidence of insurability*, c. *References* and i. *Proposed lease payment and allowance for maintenance and capital projects* to be considered responsible.

The Preliminary Evaluation Committee will then will rank the responsive and responsible proposals in order of qualifications, or describe them as equally qualified, and pass the ranked list to the Final Selection Committee.

**Step 2 – Final Selection.** The Final Selection Committee will review all proposals passed to them from the Preliminary Evaluation Committee, rank them using a different set of comparative criteria and make a recommendation for award to the Lincoln School Committee, the Awarding Authority.

**Final Selection criteria.** The selection will be based on the following comparative criteria, weighted as shown:

- a. Compatibility with / impact on other uses on the Lincoln Campus. (40%)
- b. Description of how program benefits the Town of Lincoln and its citizens. (40%)
- c. Proposed lease payment and allowance for maintenance and capital projects. (20%)

**Scoring the proposals.** The members of the Final Selection Committee will review each proposal separately, scoring each criterion on a scale of 1 to 10. A total score in the range of 1 to 100 for each proposal evaluated will be calculated by multiplying the criteria score by the criteria weight, then adding the resulting points for all three criteria together and multiplying by 10

For example, if the Selection Committee member scores the criteria as follows:

- a. Compatibility (40%) = 7
- b. How program benefits the Town (40%) = 9
- c. Proposed lease payment and allowance for maintenance and capital projects (20%) = 8

the resultant total score would be 80.00, as shown below.

$$[ (7 \times .40) + (9 \times .40) + (8 \times .20) ] \times 10 = 80.00$$

**Ranking the proposals.** A composite score for each proposal will be calculated by averaging the total score for all of the Selection Committee members' evaluations. The Selection Committee will rank the proposals using the rule for award below and transmit the list to the Awarding Authority. The list will rank the proposals in order of qualifications, or describe them as equally qualified, and make a recommendation for award to the Lincoln School Committee, the Awarding Authority.

**Rule for Award.** The Lincoln Public Schools will accept the most advantageous offer from a responsive and responsible proposer, taking into consideration all evaluation criteria and price. The Awarding Authority reserves the right to reject any and all proposals or to waive any of the informalities in the selection process if deemed in its best interest.

**1. Certifications**

- a. By submitting a proposal, PROPOSER certifies that it is in compliance and shall remain in compliance with the Commonwealth's Conflict of Interest Law, M.G.L. c. 268A.
- b. By submitting a proposal, PROPOSER certifies that it acted fairly, in a *bona fide* manner, and without fraud or collusion against any person.
- c. By submitting a proposal, PROPOSER certifies, pursuant to M.G.L. c. 62C, §49A, under the pain and penalty of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
- d. PROPOSER shall also be required to complete a Disclosure of Beneficial Interest Statement for Acquisition Or Disposition Of Real Property, as required pursuant to M.G.L. c. 7, §40J:

**m. Successful Proposer.**

The successful proposer will supply documentation that supports that the proposer is financially viable to provide the service for the length of the contract. Such documentation may include a bank reference or certified financial statement, as well as a business plan, budget summary and similar documents.

**+++ End of Instructions to Proposers +++**

# ***SPECIFICATIONS***

## **1. SCOPE OF AGREEMENT**

The successful proposer will enter into a lease with the Town of Lincoln, Lincoln Public Schools for the Premises, and use the Premises for a five-year period for programs with an educational purpose, such as a licensed child care program, professional development center or other uses harmonious with the proper functioning of the adjacent Lincoln Preschool, with the minimum conditions described below. The contract will be in the form of a Lease.

The use of the Premises will also conform to all applicable laws, rules and regulations of the Commonwealth of Massachusetts, Department of Motor Vehicles, Town of Lincoln, and the Town of Lincoln School Committee.

## **2. GENERAL CONDITIONS**

### **Definitions**

In the Specifications, any reference to "Lessor," "the Committee," "the Lincoln Public Schools" or "the Awarding Authority" refers to the School Committee, Lincoln Public Schools, Town of Lincoln. Any reference to "the Superintendent" shall refer to the Superintendent of Schools, Lincoln Public Schools. Any reference to "Lessee," "Contractor" or "Proposer" shall refer to the entity, contracted directly to the Committee, which will fulfill the Scope of Work. Any reference to "contract," "lease" agreement" shall refer to the agreement between the Committee and the successful Proposer.

### **Premises**

The Lessee shall occupy space in the Hartwell Building consisting of four classrooms with administrative/support space (approximately 5,400 square feet). The Lessee will have sole use of the four classroom spaces designated as 108, 109 110, and 111, and sole use of the designated office and kitchen space in of the Hartwell Building. The Lessee will have shared use of the reception area and conference room in Room 106, the entryway between Rooms 106 and 108 and associated hallways, the fenced playground to the north of the Hartwell Building, the playground to the south of the Hartwell Building known as "Strat's Place," and the playground to the north of Pod B. The Lessee will have the right to apply for periodic use of the Hartwell Multi-purpose Room or similar large spaces in the A and B Pods. See "Use of Leased Premises" below for details.

### **Use of Leased Premises**

- a. Approved uses. The Lessee may use the Premises as proposed, for programs with an educational purpose, such as a licensed child care program, professional development center or other uses harmonious with the proper functioning of the adjacent Lincoln Preschool, subject to and in accordance with all applicable local, state and federal laws, rules and regulations governing a preschool facility. The Lessee shall be responsible for obtaining all permits and approvals necessary, at Lessee's sole cost.
- b. Non-interference. The Lessee will conduct their operations in such a way as to not interfere with the operations of any and all programs of the Lincoln Public Schools.
- c. Suitability. The Lessor offers no warranty, implied or explicit, that the Premises are fit for the purposes for which they are leased. The Proposer recognizes that the Premises are adjacent to an operating preschool.
- d. Shared use of reception and conference areas. The Lessee will use the reception area in Room 106 in a way that will not interfere with access to and use of the adjacent Lincoln Preschool

Office. The Lessee will have priority of use of the conference room in Room 106, and will maintain a sign-up list to record its scheduled uses. The Lincoln Preschool may sign up to use the conference room for open periods. Neither Lessor nor Lessee will have a pre-emptive right to use the conference room once the room has been scheduled for use. The parties anticipate a harmonious shared use of the reception and conference areas for the benefit of both.

- e. Shared use of playgrounds. The Lincoln Preschool operations and the Lessee will use the fenced playground to the north of the Hartwell Building, the playground to the south of the Hartwell Building known as "Strat's Place," and the playground to the north of Pod B on a shared, non-exclusive basis. The details of the sharing will be worked out between the directors of the Lessee and Lessor programs, with the parties anticipating a harmonious shared use of the playground areas for the benefit of both as a condition of the Lease.
- f. Use of large spaces in the Hartwell complex. The Lessee will have the right to apply for periodic use of the Hartwell Multi-purpose Room or similar large spaces in the A and B Pods. The Lessor represents that these rooms are used heavily by School and Town programs, but have been available in the past for periodic use by the current Lessee. The Lessor will have priority of use for these spaces, and will maintain a sign-up list to record its scheduled uses, and the Lessee may sign up to use the spaces for open periods; however, the programs of the Lincoln Public Schools and the Lincoln Recreation Department shall have priority in use for all such spaces. The Lessor will have a pre-emptive right to use these spaces once scheduled for use, but will make every effort to give as much advance notice and arrange for alternate accommodations if possible.

#### **Lease Agreement Period**

The Lease Agreement period shall be for five (5) consecutive years, commencing at noon on September 1, 2011, and ending at midnight on August 31, 2016.

#### **Payments**

- a. Lease Payment. The Proposer shall propose a lease payment that meets or exceeds the following schedule of minimum payments:
  - 1. Year 1 -- \$10,000
  - 2. Year 2 -- \$10,300
  - 3. Year 3 -- \$10,609
  - 4. Year 4 -- \$10,927
  - 5. Year 5 -- \$11,255

These minimum payments, as currently structured, include all heating, water and sewer costs associated with occupying the Premises.

- b. Capital Improvement Allowance. The proposal shall also include a separate amount for the purposes of maintenance and making regular capital improvements to the interior and exterior of the building. The first year capital improvement allowance shall be at least \$5,000 and shall be increased by \$500 each year for the duration of the agreement (including optional extension years). Capital improvement funds shall be held in an account established by the Lincoln Finance Director until expended. The Lessor shall determine how the funds will be used for capital projects, and anticipates that the total collected during the five-year lease period, at least \$30,000, will be spent on capital improvements which will directly benefit the areas occupied by the Lessee. Any capital improvement funds remaining at the end of the lease period will be returned to the Lessee.

- c. Lease and capital improvement payments and fees (if applicable) will be made in four equal payments, on or before the following dates: September 1, December 1, March 1 and June 1 in accordance with the terms of the lease.

### **Utilities and Services**

- a. Electricity. Electricity to the Premises is provided through a separate meter and distribution system. The proposer will be responsible for maintaining the account with NStar and an energy provider (if appropriate) and paying all associated charges.
- b. Heating. The costs of heating services are built into the current lease payment.
- c. Custodial Services.
  - 1) The only custodial services provided will include grass cutting, first responder support for emergencies and snow removal. The proposal will include a description of the Proposer's plan for cleaning and maintaining the Premises (see Proposal Form #7), without recourse to space or facilities outside the Premises. The plan will include frequency of cleaning and other information in sufficient detail to satisfy the Lincoln Public Schools that the Premises will be properly cared for.
  - 2) At the request of the Proposer, and for the additional fees noted, the Lincoln Public Schools will provide custodial services, supplies and paper products, consisting of:
    - a. Daily and weekly custodial services and a yearly summer cleaning, and
    - b. Custodial supplies and paper products.
    - c. The fee for these services for the first year of the Lease shall be \$36,313, and shall increase by 4% each year, for the duration of the agreement.
  - 3) Requests for custodial services, supplies and paper products for the 2011-2012 lease period must be included with the proposal. Subsequent requests for custodial services, supplies and paper products must be made in writing to the Superintendent prior to March 1<sup>st</sup> of the upcoming lease year. For example, if a Lessee desires to receive custodial services, supplies and paper products beginning September 1, 2013, the request must be received by the Superintendent prior to March 1, 2013.
- d. Miscellaneous Utilities. The Lincoln Public Schools shall agree to pay all water and sewer costs associated with occupying the building.
- e. Telephone and Telecommunications. The Lincoln Public Schools will provide no telecommunication services of any kind under this lease. Telecommunication services includes but is not limited to telephone or cable service, Internet connectivity, email or other messaging service, internal telephone and data networks, etc. The proposer agrees to pay their telecommunication bills and related services associated with their telecommunication use in the building, and will submit their plan for the provision of these services for approval by the Superintendent.

### **Maintenance**

The Lessee agrees to maintain the leased Premises in good condition, damage by fire and other casualty excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased Premises are now in order and the glass whole. The Lessee shall not permit the leased Premises to be over loaded, damaged, stripped, or defaced, nor suffer any waste. Lessee shall obtain written consent of Lessor before erecting any sign on the Premises.

Lessor agrees to maintain the structure and exterior and roof of the building of which the leased Premises are a part in the same condition as it is at the start of the lease or as it may be put in during the term of the lease by reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Lessee or those for whose conduct the Lessee is legally responsible.

**Modifications to the Premises**

The Lessee may wish to make major modifications to the Premises. The Lessee shall not make alterations or additions to the leased Premises unless the Lessor consents thereto in writing. All such allowed alterations shall be at the Lessee's expense, shall be of quality at least equal to the present construction, and of a nature which will not prevent future use of the premises as classrooms for young children.

Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the leased Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee, and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy.

From time to time, the Lessor may make capital improvements for the benefit of all occupants of the Hartwell Building. The Lessor will conduct these projects in a manner to reduce the impact on the Lessee's operations as much as possible given the nature of the capital improvement.

**School Schedules**

The following are the current year's schedules for the Lincoln Campus. The schedule may change from time to time.

	M, T, Th, F	W
Grades Kindergarten to 8	8:10 AM to 2:45 PM	8:10 AM to 12:30 PM
Lincoln Preschool	8:10 AM to 4:45 PM	8:10 AM to 4:45 PM

The Lincoln Preschool operates year-round. The District Administration, also housed in the Hartwell Building, operates year-round on a 7:30 AM to 6:00 PM schedule.

**Changes to Schedules**

Changes in the above schedule will be made as necessitated by school program or schedule and needs of the Lincoln Public Schools students. Changes in schedule shall also be made as necessitated by the Education Reform Act of 1993, and shall specifically include Time and Learning requirements. It is not the intent of the Lincoln Public Schools to indicate that it plans to make changes on a regular basis but rather to indicate to proposers that the Committee may make changes in school schedules, budgets and enrollments that will be reflected in its schedules.

The Committee reserves the right to rearrange, reassign and adjust schedules when it is in their interests to do so. Any such change shall be consistent with the provisions of the Massachusetts General Laws, Chapter 71.

**Compliance with Laws**

The Lessee acknowledges that no trade or occupation shall be conducted in the leased Premises or

use in thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or municipal bylaw or ordinance in force in the Town of Lincoln, or unharmonious with the adjacent operations of the Lessor.

### **Other General Terms**

- At least once each school year, all program employees (and students, if appropriate) shall participate in emergency building evacuation drill(s).
- All proposers on this Contract shall be required to comply with the provisions of Massachusetts General Law Chapter 151B Unlawful Discrimination Because Of Race, Color, Religious Creed, National Origin, Ancestry Or Sex. The successful proposer shall also be required to comply with the provisions of the School Committee's Non-Discrimination policy and related statutes

### **3. MANDATORY CRIMINAL RECORD (CORI) CHECKS**

Because of the close proximity between the proposed use and the Lincoln Preschool, it is presumed that Lessee employees and contractors will have the opportunity for direct and unmonitored contact with children. Consequently, the Lessee will submit all of its employees, parent volunteers (if any), custodians and contractors who provide services in support of the Lessee's programs to the Lessor for CORI checks sponsored by the Lessor.

### **4. CONTACTS**

The Lessor must have a telephone connection through which the School Department may make quick contact with the owner and/or her/his agent, and must provide an after-hours contact for emergency communication. The phone number(s) must be submitted upon award of the contract. The Contractor shall appear for conferences with the Superintendent or his/her designee when requested.

### **5. REPORTS**

The Lessee shall make written reports of all accidents in which his/her staff or a student attending his/her program becomes involved within twenty-four (24) hours of said action to the Superintendent or his/her designee. In the event the accident involves injury or death of a school child, a verbal report shall be made at once by telephone, after notification of the police, and the rendering of assistance to the injured.

At the end of each contract year, or upon request, the Lessee shall submit a formal accident report summary from its insurance company covering the entire contract from its inception. The insurance company report shall include the date of each accident, names of those involved, property damage, bodily injuries, preventable or non-preventable, claims and current status.

### **6. BREACH OF CONTRACT**

If the Lessee shall breach any provision of this Lease, which breach is not cured within twenty-one (21) days of written notice thereof, the District shall have the right to terminate this Contract upon written notice to the Lessee.



If any assignment shall be made by the Lessee or by any guarantor of the Lessee for the benefit of creditors, or if a petition is filed by the Lessee or by any guarantor of the Lessee for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Lessee and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the District may terminate this Lease upon written notice to the Lessee.

If either party breaches any provision of this Agreement, which breach is not cured within twenty-one (21) days after written notice thereof from the non-breaching party, the breaching party shall be in default of this Agreement. In addition to any remedies available to the non-breaching party at law or in equity for such default, the non-breaching party may at its option cease performing any of its obligations in this Agreement until such breach has been cured.

#### **7. TERMINATION**

If the Lincoln Public Schools, in its sole discretion, undertakes a public school building construction project at any of the facilities under its control during the term of the lease, which thereby makes it necessary, in the sole opinion of the School Committee, to use the Leased Premises, it may terminate the Lease upon one year's written notice to the Lessee. Otherwise, either party may terminate the Lease upon two years' written notice to the other party.

#### **8. INSURANCE REQUIREMENT**

The Contractor will take out and maintain during the life of the contract all insurance requirements listed in APPENDIX A to these Specifications.

The Contractor shall agree to indemnify, defend and hold the Town of Lincoln/School Department, together with their agents, boards, commissions, committees, employees, officers, or designees harmless from any and all claims arising out of the performance of this contract.

**+++ End of Specifications +++**

ARTICLE I: SUMMARY

1.1 Key Terms

a. DATE OF LEASE:

b. LESSOR: LINCOLN PUBLIC SCHOOLS

c. LESSOR'S ADDRESS: Lincoln Public Schools  
6 Ballfield Road  
Lincoln, MA 01773  
781-259-9401

d. LESSEE:

e. LESSEE ADDRESS:

f. PROPERTY: Hartwell Building  
6 Ballfield Road  
Lincoln, MA 01773

g. LEASED PROPERTY DESCRIPTION: Four classroom spaces designated as 108, 109 110, and 111, sole use of the designated office and kitchen space in of the Hartwell Building, and shared use of the following spaces: reception area and conference room in Room 106; the entryway between Rooms 106 and 108 and associated hallways; the fenced playground to the north of the Hartwell Building; the playground to the south of the Hartwell Building known as "Strat's Place;" and the playground to the north of Pod B, as described in the Specifications.

h. LEASE PAYMENT: As set forth in section 3.1 of this Lease below.

i. TERM OF LEASE: This Lease shall run from September 1, 2011 and shall terminate on August 31, 2016, unless sooner terminated as provided in Articles VI and VII below.

ARTICLE II: PREMISES

2.1 Premises

Lessor does hereby demise and lease unto Lessee those premises ("Premises") described in Section 1.1.g.

Lessee shall have, as appurtenant to the Premises, the right to use all sidewalks, parking amenities, any common entrances and exits, and also any pipes, ducts, conduits, wires, and

equipment serving the Premises, in common with others entitled thereto.

The Lessee shall use the Premises for [the educational purpose described in the accepted proposal] (the "Permitted Uses").

### ARTICLE III: LEASE PAYMENT; DATE OF OCCUPANCY

#### 3.1 Lease Payment, Capital Improvement and Fee Payments

a. Throughout the term of this Lease, the Lessee shall pay the proposed lease payment ("Lease Payment") in four equal payments, on or before the following dates: September 1, December 1, March 1 and June 1. All such payments to be delivered to the Lessor at the mailing address aforesaid or at such other place as the Lessor shall from time to time designate in writing, without notice, demand, off-set or deduction (unless herein specifically authorized).

b. Capital improvement allowance. In addition to Lease Payment, Lessee shall pay a separate amount for the purposes of maintenance and making regular capital improvements to the interior and exterior of the building. The first year capital improvement allowance shall be \_\_\_\_\_ and shall be increased by \$500 each year for the duration of the Lease (including optional extension years). Capital improvement funds shall be held in an account established by the Lincoln Finance Director until expended. The Lessor shall determine how the funds will be used for capital projects. Any capital improvement funds remaining at the end of the Lease will be returned to the Lessee.

c. Fees for custodial services. If Lessee elects to receive custodial services provided by the Town, the fee for these services for the first year of the Lease shall be \$36,313, and shall increase by 4% each year, for the duration of the agreement. Lessee shall pay the fee for these services in four equal payments, on or before the following dates: September 1, December 1, March 1 and June 1. All such payments to be delivered to the Lessor at the mailing address aforesaid or at such other place as the Lessor shall from time to time designate in writing, without notice, demand, off-set or deduction (unless herein specifically authorized).

### ARTICLE IV: LESSOR'S COVENANTS

#### 4.1 Ownership and Title

The Lessor warrants and represents that it is the owner of the Premises.

#### 4.2 Quiet Enjoyment

The Lessor hereby warrants and covenants that Lessee shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the Lessor, or by any other person(s) for whose actions the Lessor is legally responsible.

The Lessor or its agents may, at reasonable times and without interfering with Lessee's operations, enter the Premises to make repairs or to view the Premises. Lessor may enter to

show the Premises to prospective Lessees only after a minimum of twenty-four (24) hours notice to Lessee.

## ARTICLE V: LESSEE'S COVENANTS

### 5.1 Use of Premises

Lessee shall use the Premises only for the Permitted Uses. The Lessee shall, at its expense, obtain any and all licenses and permits necessary for such use and comply with all governmental laws, ordinances and regulations applicable to the use of the Premises. The Lessee shall not use the Premises in any manner that constitutes a nuisance. The Lessee shall not permit the Premises to be used in any way which would, in the opinion of the Lessor, be extra-hazardous or which would increase or render void the fire insurance on the Premises.

### 5.2 Compliance With Applicable Laws and Removal of Liens

Lessee shall comply with all laws, orders and regulations of federal, state, county and city authorities, and with any of Lessor's rules and regulations which may be set forth in this Lease, all of which are applicable to Lessee's use of the Premises.

### 5.3 Assignment and Subleasing

Lessee shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Lessor's prior written consent, which consent shall be exercised in the Lessor's sole discretion. Consent by Lessor, whether express or implied, to any Transfer shall not constitute a waiver of Lessor's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Lessor's right to terminate this Lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the Lessee's interest in the Lease by operation of law.

### 5.4 Improvements, Alterations and Additions

a. The Lessee may make non-structural alterations or additions to the Premises without the Lessor's prior written consent. The Lessee may make structural alterations or additions to the Premises, provided Lessee shall first obtain the Lessor's prior written consent thereto, which consent shall not be unreasonably withheld. All such allowed or required alterations or additions shall be at Lessee's expense, and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Lessee in connection with work of any character performed at the direction of the Lessee and shall cause any such lien to be released of record without cost to Lessor. Lessee shall obtain written consent of Lessor before erecting any sign on the Premises.

b. The Lessee shall procure all necessary permits before undertaking any work on the Premises, including without limitation any structural alterations, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify the Lessor from all injury, loss or damage to any person or

property occasioned by such work. The Lessee shall at all times comply with, to the extent the same are applicable, (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) plans and specifications (which shall be prepared by and at the expense of the Lessee and approved by the Lessor prior to beginning any work). The Lessee agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to the Lessor and agrees to submit certificates evidencing such coverage to the Lessor prior to the commencement of and during the continuance of such work.

c. Should any improvements, alterations or repairs be made to the Premises or material be furnished or labor be performed therein or thereon by or on behalf of the Lessee, as permitted under the terms of this Lease, the Lessor shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such improvements, alterations and repairs shall be done and materials and labor furnished at the Lessee's expense, and the laborers and materialmen furnishing labor and materials to the Premises or any part thereof shall release the Lessor and the Premises from any liability.

d. All structural alterations and additions made by Lessee shall become the exclusive property of the Lessor upon completion. The Lessee may at any time, at its sole option, remove any such structural alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

e. At the conclusion of the Lease Agreement any and all fixtures, including all playground equipment, whether or not installed by the Lessee, shall become property of the Lessor. At Lessor's option, when this Lease Agreement is terminated, and upon Lessor's advance written notice to Lessee, Lessor shall within a reasonable period, remove any fixtures Lessor does not wish to retain and restore the Premises to its original condition, reasonable wear and tear excepted.

#### 5.5 Utilities; Maintenance and Repairs

a. **Water, Sewer and Heating.** During the Term of this Lease, Lessor shall provide water, sewer service and heating at the Premises unless otherwise agreed in writing.

b. **Electricity.** Electricity to the Premises is provided through a separate meter and distribution system. The Lessee shall maintain an account with NStar and an energy provider (if appropriate) and pay all associated electricity charges.

c. **Telecommunications.** Lessor shall not be responsible for providing or paying for any Telecommunication services, including but not limited to, telephone or cable service, Internet connectivity, email or other messaging service, internal telephone and data networks,

etc. The Lessee agrees to pay for any telecommunication and related services associated with their telecommunication use in the Premises, and will submit their plan for the provision of these services for approval by the Lessor.

d. **Interruption of Service.** Lessor will not be liable for any interruption of utility services to the Premises, nor will any such interruption constitute a termination of this Lease or an actual or constructive eviction of Lessee. If Lessee fails to pay for electrical or telecommunications services furnished to the Premises, Lessor shall have the right, but not the obligation, to pay the same, and Lessee shall reimburse Lessor promptly upon demand for all costs, expenses and other sums of money in connection therewith, with interest, as Additional Lease Payment.

e. **Maintenance.** Lessee shall be responsible, at its sole expense, for the general maintenance of the Premises. Lessee shall keep the Premises, including, without limitation, the electrical fixtures, windows, halls, stairwells, lavatories and all other areas of the Premises, all pipes, wiring and lighting, all plumbing and utility lines serving the Premises, the heating and ventilating system and the fire protection equipment and systems serving the Premises, in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. . Lessee agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant. Lessee shall replace plate glass and other glass broken at the Premises during the term of the Lease. Lessee shall not permit the leased Premises to be over loaded, damaged, stripped, or defaced, nor suffer any waste.

f. **Repairs.** If repairs are required to be made by the Lessee pursuant to the terms hereof, the Lessor may demand that the Lessee make the same forthwith, and, if the Lessee refuses or neglects to commence and diligently pursue the completion of such repairs within ten (10) days after such demand, or forthwith in the case of emergency repairs, the Lessor may (but shall not be required to do so) make or cause such repairs to be made and shall not be responsible to the Lessee for any loss or damage that may accrue to the Lessee property or business by reason thereof. Except in the case of emergency repairs, such repairs made or caused to be made by the Lessor shall not unreasonably interfere with the Lessee's operation of the permitted uses in the Premises. If the Lessor makes or causes such repairs to be made, the Lessee agrees that the Lessee will forthwith, on demand, pay to the Lessor the cost thereof and, if the Lessee shall default in such payment, the Lessor shall have the remedies provided herein as for default of the Lease.

g. **Custodial Services.** [To be defined after acceptance of proposal]

h. Notwithstanding the Lessee's maintenance and repair obligations set forth above, the Lessor agrees, at its expense and upon written notice of the need therefor from the Lessee, to make all major structural repairs reasonably determined by the Lessor to be necessary, including the building exterior, the roof, framing, floor slabs, and foundation of the Premises, the heating and ventilation system, and the septic system serving the Premises. Notwithstanding the foregoing, the Lessee shall bear the cost and expense of any repairs to the Premises necessitated due to the acts or omissions of the Lessee or its agents, servants, employees or invitees. The Lessor shall make such repairs within a reasonable time, consistent

with the Lessor's budgetary, appropriation and borrowing requirements and with the Lessor's obligation to comply with legal requirements relating to public building projects and public procurement.

#### 5.6 Yield Up at Termination of Lease

Lessee shall at the expiration or other termination of this Lease remove all Lessee's effects from the Premises. Lessee shall deliver the Premises to Lessor in the condition in which Lessee is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted.

#### 5.7. Indemnification

a. The Lessee shall, during the term hereof, assume and maintain exclusive control of the Premises and, to the maximum extent this Lease may be made effective according to law, the Lessee agrees to defend, indemnify and save harmless the Lessor from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of the Lessee, the Lessee's contractors, licensees, agents, servants, employees, customers, and invitees, or anyone claiming by, through or under the Lessee, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after the date that Lessee occupies the Premises and until the end of the term of this Lease and, thereafter, so long as the Lessee or any occupant claiming under the Lessee is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of the Lessee or Lessee's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under the Lessee.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys fees, and the defense thereof with counsel acceptable to the Lessor or counsel selected by an insurance company which has accepted liability for any such claim.

b. To the maximum extent this Lease may be made effective according to law, the Lessee agrees to use and occupy the Premises at the Lessee's own risk, and the Lessor shall have no responsibility or liability for any loss or damage to fixtures or other personal property of the Lessee or any person claiming by, through or under the Lessee. Without limitation, the Lessee agrees that the Lessor shall not be responsible or liable to the Lessee, or those claiming by, through or under the Lessee, for any loss or damage resulting to the Lessee or those claiming by, through or under the Lessee, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

c. The provisions of this Section 5.7 shall survive any termination of this Lease.

#### 5.8 Insurance

a. The Lessee agrees to maintain in full force from the date upon which the Lessee first enters the Premises for any reason, until the expiration of the term of this Lease, and thereafter so long as the Lessee is in occupancy of any part of the Premises, a policy of comprehensive public liability and property damage insurance under which the insurer agrees to indemnify and hold the Lessor, and those in privity of estate with the Lessor, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Section 5.7 above, in the broadest form of such coverage from time to time available in Massachusetts. Each such policy shall be non-cancelable and non-amendable with respect to the Lessor and the Lessor's designees without thirty (30) days prior written notice to the Lessor and the Lessor's designees, and a duplicate original or certificate thereof shall be delivered to the Lessor within five (5) business days from the date of this Lease.

b. The minimum limits of Lessee's insurance shall be not less than those specified in Appendix A to Specifications. However, the Lessor shall have the right to require the Lessee to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or Lessees are more or less generally increased, it being the intention of this sentence to require the Lessee to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

c. The Lessor shall have the same rights and remedies for the non-payment by the Lessee to the Lessor of amounts due on account of insurance premiums as the Lessor has under this Lease for the failure of the Lessee to pay the Lease Payment.

d. The Lessee agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by the Lessee insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after the Lessee enters the Premises, no less often than annually thereafter, and at any other time upon the request of the Lessor, the Lessee shall furnish to the Lessor evidence of such continuous insurance coverage satisfactory to the Lessor. It is understood and agreed that the Lessee assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

e. Lessor shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as the Lessee shall select and the Lessor shall approve, which approval the Lessor agrees not unreasonably to withhold.

f. The proceeds of such insurance, subject to the requirements of any mortgage on the Premises, shall be a trust fund for the purpose of covering the cost of restoration or repair of the Premises to its former condition in accordance with the terms and provisions of this Lease, all as hereafter provided, and any balance remaining after full payment of all such cost and expense of restoration or repair shall be paid over to the Lessee.



g. Throughout the term of this Lease, the Lessee shall furnish to the Lessor all policies of insurance or renewal policies or certificates of insurance, all as may be required by any of the foregoing provisions, not later than thirty (30) days prior to the date when other insurance coverage maintained in accordance with their terms of this Lease is scheduled to expire. Without limiting the Lessor's other rights under any other provisions of this Lease, if the Lessee shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of five (5) days following written notice by the Lessor to the Lessee thereof, then the Lessor, without further notice to the Lessee, may take out and pay for such insurance, and the amount of such payment shall become due and payable as additional Lease Payment on demand.

h. Lessee hereby waives any and all rights of recovery which it might otherwise have against the Lessor, its agents, employees and other persons for whom the Lessor may be responsible for any loss or damage to Lessee's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Lessee, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Lessor, its agents, employees, contractors or other persons for whom Lessor may be responsible.

i. The Lessor agrees to maintain a policy of insurance upon the Premises, with such deductibles as the Lessor deems advisable, insuring against fire and the risks covered by extended coverage endorsements, subject to appropriate co-insurance requirements, as well as insurance against breakdown of boilers and other machinery as customarily insured against, but specifically excluding any property of the Lessee or fixtures installed by the Lessee. The Lessee agrees to reimburse the Lessor, on demand, for the entire cost of any increases in insurance premiums resulting from Lessee's use of the Premises.

## ARTICLE VI: CASUALTY; EMINENT DOMAIN

### 6.1 Casualty Loss; Taking by Eminent Domain

a. For the purposes of this section, "substantial part" shall be defined as that portion of the property which if damaged or taken by eminent domain would materially affect the use of the property for the purposes set forth in Section 5.1 above.

b. If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the purposes for which it is then being used by the Lessee, then this Lease shall terminate at the election of either the Lessor or the Lessee. Any such termination shall be effective thirty (30) days after the date of notice thereof.

c. If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Lessor or Lessee as provided above, Lessor shall proceed with reasonable diligence to repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking.

d. In the event of a taking by eminent domain, the Lessor shall have, and hereby reserves and excepts, and the Lessee hereby grants and assigns to the Lessor, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. The Lessee covenants to deliver such further assignments and assurances thereof as the Lessor may from time to time request, hereby irrevocably designating and appointing the Lessor as its attorney-in-fact to execute and deliver in the Lessee's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent the Lessee from prosecuting in any condemnation proceedings a claim for the value of any of the Lessee's usual trade fixtures installed in the Premises by the Lessee at the Lessee's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by the Lessor from the taking authority.

#### ARTICLE VII: TERMINATION; DEFAULT

a. Notwithstanding anything herein to the contrary, either party may terminate this Lease, at any time, by giving the Lessee at least two years prior written notice thereof, whereupon this Lease shall be null and void, except for those provisions that are expressly stated to survive termination.

If the Lincoln Public Schools, in its sole discretion, undertakes a public school building construction project at any of the facilities under its control during the term of the lease, which thereby makes it necessary, in the sole opinion of the School Committee, to use the Leased Premises, it may terminate the Lease upon one year's written notice to the Lessee, whereupon this Lease shall be null and void, except for those provisions that are expressly stated to survive termination.

b. In the event that:

i. Lessee fails to pay Lease Payment, other charges or additional Lease Payment within the time specified in this Lease and such default continues for ten (10) days after written notice thereof,

ii. Lessee defaults in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days after written notice,

iii. Lessee files a petition in bankruptcy under any bankruptcy act or makes an assignment for the benefit of creditors, or

iv. Involuntary proceedings under any bankruptcy law are initiated against the Lessee or a receiver or trustee is appointed for the Lessee and such proceedings are not dismissed or the receivership or trusteeship vacated within thirty (30) days, then Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of Lease Payment or other default. Lessee shall indemnify Lessor against all loss of Lease Payment and other payments, which Lessor may incur by reason

of such termination during the residue of the term. If Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any provision of this Lease, Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Lessee. If Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest and costs, shall be paid to Lessor by Lessee as additional Lease Payment.

c. The Lessor shall not be in default in the performance of any of the Lessor's obligations hereunder unless and until the Lessor shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by the Lessee to the Lessor properly specifying wherein the Lessor has failed to perform any such obligation.

d. Without limiting any of the Lessor's rights and remedies hereunder, and in addition to all other amounts the Lessee is otherwise obligated to pay, it is expressly agreed that the Lessor shall be entitled to recover from the Lessee all costs and expenses, including reasonable attorneys' fees, incurred by the Lessor in enforcing this Lease from and after the Lessee's default.

## ARTICLE VIII: MISCELLANEOUS

### 8.1 Changes in Lease

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

### 8.2 Holding Over

If Lessee or anyone claiming under Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Lessor and Lessee with respect thereto, prior to acceptance of Lease Payment by Lessor, the person remaining in possession shall be deemed a Lessee at sufferance. After acceptance of Lease Payment by Lessor the person remaining in possession shall be deemed a Lessee from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a Lessee from month-to-month.

### 8.3 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

#### 8.4 Force Majeure

In any case where either party hereto is required to do any Act, delays caused by or resulting from war, fire, flood or other casualty, unusual regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

#### 8.5 Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

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

No mention in this Lease of any specific right or remedy shall preclude Lessor or Lessee from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Lincoln or its School Committee shall be personally liable to the Lessee or any partner thereof, or any successor in interest or person claiming through or under the Lessee or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

#### 8.6 Notice

Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in Section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

#### 8.7 Exhibits and Riders

The Exhibits and Riders listed below and attached hereto are made a part of this Lease for all purposes.

- Exhibit 1. RFP and Specifications dated February 25, 2010.
- Exhibit 2. Accepted proposal dated XX

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, this Lease has been executed in triplicate by the parties hereto, under seal.

LESSOR:

LINCOLN PUBLIC SCHOOLS

By: \_\_\_\_\_

DATE: \_\_\_\_\_, 2010

LESSEE:

XXXXXX

By: \_\_\_\_\_

DATE: \_\_\_\_\_, 2010

**CERTIFICATES**

**PROPOSAL FORM #1**

By submitting this proposal the undersigned represents to the Town of Lincoln that it has examined and understands the Request for Proposals (RFP), contract forms, and all other documents in this proposal package and that its proposal is subject to and is in conformity with all provisions contained in any of the RFP documents. By submitting this proposal, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this proposal or any lease that may be entered into based upon this proposal, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts.

A proposer wishing to amend this proposal after transmittal to the Town may do so only by withdrawing this proposal and resubmitting another proposal prior to the time for opening bids.

The undersigned proposes to utilize the described spaces for the purposes proposed, for the payments stated on the attached LPS Proposal Form #2 (Pricing), which prices are incorporated by reference into this proposal form.

This proposal includes Addenda \_\_\_\_\_.(If any issued)

The undersigned vendor agrees that, if selected as contractor, it will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after receipt of a contract from the Awarding Authority, execute the contract in accordance with the Request for Proposals.

Pursuant to M.G.L. c. 62C § 49A, I certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

State tax paid to \_\_\_\_\_ using Federal ID or SS# \_\_\_\_\_.

The undersigned further certifies pursuant to M. G. L. c. 30B under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name of Vendor)

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name of Person Signing Proposal and Title)

Social Security Number  
or Federal Identification Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

NOTE: If the proposer is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Secretary: \_\_\_\_\_

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts? Yes \_\_\_\_\_ No \_\_\_\_\_.

If a Partnership: (Name all Partners)

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

If an Individual:

Name: \_\_\_\_\_

Residence: \_\_\_\_\_

If an Individual doing business under a firm name:

Name of Firm: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Business Address: \_\_\_\_\_

Residence: \_\_\_\_\_



Other form of business organization:

Form of Organization: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Business Address: \_\_\_\_\_

Residence: \_\_\_\_\_

draft

**PRICING**

**PROPOSAL FORM # 2**

**Rule for Award:**

The Lincoln Public Schools will accept the most advantageous offer from a responsive and responsible proposer, taking into consideration all evaluation criteria and price.

---

**First Year (2011-2012) Lease Payment:**

\$ \_\_\_\_\_  
Annual Lease Payment (in numerals)

\$ \_\_\_\_\_  
Annual Lease Payment (in words)

**First Year (2011-2012) Allowance for Maintenance and Capital Projects:**

\$ \_\_\_\_\_  
Annual Allowance (in numerals)

\$ \_\_\_\_\_  
Annual Allowance (in words)

---

**Second Year (2012-2013) Lease Payment:**

\$ \_\_\_\_\_  
Annual Lease Payment (in numerals)

\$ \_\_\_\_\_  
Annual Lease Payment (in words)

**Second Year (2012-2013) Allowance for Maintenance and Capital Projects:**

\$ \_\_\_\_\_  
Annual Allowance (in numerals)

\$ \_\_\_\_\_  
Annual Allowance (in words)

-----  
**Third Year (2013-2014) Lease Payment:**

\$ \_\_\_\_\_  
Annual Lease Payment (in numerals)

\$ \_\_\_\_\_  
Annual Lease Payment (in words)

**Third Year (2013-2014) Allowance for Maintenance and Capital Projects:**

\$ \_\_\_\_\_  
Annual Allowance (in numerals)

\$ \_\_\_\_\_  
Annual Allowance (in words)

-----

**Fourth Year (2014-2015) Lease Payment:**

\$ \_\_\_\_\_  
Annual Lease Payment (in numerals)

\$ \_\_\_\_\_  
Annual Lease Payment (in words)

**Fourth Year (2014-2015) Allowance for Maintenance and Capital Projects:**

\$ \_\_\_\_\_  
Annual Allowance (in numerals)

\$ \_\_\_\_\_  
Annual Allowance (in words)

-----

**Fifth Year (2015-2016) Lease Payment:**

\$ \_\_\_\_\_  
Annual Lease Payment (in numerals)

\$ \_\_\_\_\_  
Annual Lease Payment (in words)

**Fifth Year (2015-2016) Allowance for Maintenance and Capital Projects:**

\$ \_\_\_\_\_  
Annual Allowance (in numerals)

\$ \_\_\_\_\_  
Annual Allowance (in words)

-----  
The undersigned certifies all amounts shown above.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Representative

## REFERENCES

### PROPOSAL FORM # 3

Proposers must be able to establish their ability to successfully operate an appropriate business through references and by providing other relevant information upon request. All proposals must include a list of at least three references, attesting to the manner in which the proposer has operated uses similar to those proposed.

#### REFERENCE 1:

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

#### REFERENCE 2:

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

#### REFERENCE 3:

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_



**DISCLOSURE OF BENEFICIAL INTEREST  
ACQUISITION OR DISPOSITION OF REAL PROPERTY**

**PROPOSAL FORM #5**

For acquisition or disposition of Real Property by \_\_\_\_\_, the undersigned does hereby state for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, §40J, of a transaction relating to real property as follows:

- (1) REAL PROPERTY DESCRIPTION: The LESSEE shall occupy the four classroom and office/administrative spaces designated in the Hartwell Building of the Lincoln Public Schools. A diagram of the demised premises is attached hereto. The LESSEE may also use the shared-use spaces in the manner outlined in the LEASE. Use of all space is subject to the School Committee's guidelines
- (2) TYPE OF TRANSACTION: Lease
- (3) SELLER OR LESSOR: Lincoln Public Schools

(4) BUYER OR LESSEE: \_\_\_\_\_

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

<u>NAME</u>	<u>RESIDENCE</u>
-------------	------------------

- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

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

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

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





**PROPOSAL CHECKLIST**

**PROPOSAL FORM #7**

<u>Items to Enclose in Sealed Proposal</u>	<u>Check Off</u>
Completed and Signed Bid Form #1 Certificates (3 pages)	_____
Completed and Signed Bid Form #2 Pricing (3 pages)	_____
Completed and Signed Bid Form #3 References (1 page)	_____
Completed and Signed Bid Form #4 Non-Discrimination (1 page)	_____
Completed and Signed Bid Form #5 Disclosure Statement (1 page)	_____
Completed and Signed Bid Form #6 Custodial Care Plan (1 page)	_____
Completed and Signed Bid Form #7 Checklist (1 page)	_____
Signed and dated Addenda (If any were issued)	_____
Certificate or other evidence of insurability	_____
Original and four (4) copies of proposal materials	_____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Representative

# INSURANCE REQUIREMENTS

## Appendix A to Specifications

The Contractor will ensure that the Town of Lincoln, the Lincoln School Committee, its officers, agents, and employees are named as additional insured. The Contractor will take out and maintain during the life of the contract, the following insurance in the companies and forms acceptable to the Awarding Authority and in adequate amounts, which shall not be less than hereinafter stated, namely:

### **I. Commercial General Liability Coverages and Limits:**

#### **Coverage Form**

- ISO Commercial General Liability Policy Form (1998 Edition) or equivalent.
- The Form must be an occurrence form and not claims made.
- Coverage provided must not in any way restrict by endorsement the premises/operations (including abuse and molestation), independent contractors, personal injury/advertising injury, product liability/completed operations, and contractual liability coverage that is provided in the above form.

#### **Limits**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises(each occurrence)	\$ 300,000
Medical Expenses	\$ 15,000

#### **Special Considerations**

- Any deductible and/or self-insured retention, which is applicable to the policy form, must be disclosed and approved by Lincoln Public Schools.
- Town of Lincoln and the Lincoln School Committee must be added as an Additional Insureds.

### **II. Workers Compensation and Employers Liability Coverage and Limits**

Workers Compensation:	Statutory Coverage for States of Operation.
Employer Liability:	\$100,000 each accident
	\$500,000 aggregate for disease
	\$100,000 disease for employee

### **III. Commercial Automobile Liability Coverage and Limits (if applicable)**

#### **Coverage Form:**

- The ISO Business Auto Policy or equivalent.
- Coverage must extend to all owned and leased vehicles.
- Non-Owned and Hired Automobile coverage must be included.

**APPENDIX A (Insurance), continued.**

**Liability Limits:**

Bodily Injury/Property Damage Combined Single Limit	<b>\$1,000,000</b>
--	--------------------

**IV. Miscellaneous Provisions**

- Evidence of coverage to be provided via standard Accord certificates of insurance.
- 30 days notice of cancellation, non-renewal, or material change in coverage must be given to Awarding Authority.
- All companies providing insurance coverage must be licensed as admitted company in Massachusetts and all policies represented must be written on an admitted basis.
- All companies providing insurance coverage must maintain an A.M. Best alphabetical rating of no less than A-, and a numerical rating of no less than VII.
- It must be mandated that coverage be for the course of the contract and, if possible, up to two years after completion of the contract.

**V. Indemnification:**

The Contractor will take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the work. The Contractor shall in no way be relieved of his responsibilities by any right of the Superintendent to give permission or issue orders relating to any part of the orders issued, nor by failure of the Superintendent to give such permission or issue orders relating to any part of the orders issued.

The Contractor shall bear all losses including all reasonable attorneys' fees resulting to him on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected or on account of the weather, elements or other cause. The Contractor shall assume the defense of and indemnify and save harmless, the Committee and its officers, agents and servants, from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporation or property - received or sustained by or from the Contractor and his employees in doing the work, or in consequence of any improper materials, implements or neglect of the Contractor and his employees therein.

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

Certificates evidencing such insurance, shall be furnished to the Awarding Authority at the execution of a contract, prior to the start of any work under the contract.