

Town of Chilmark

Request For Proposals

Disposal of Surplus Real Property "Preschool"



I. General Information

The Chilmark Board of Selectmen declared the "Spanish/PE/Extra Instruction" classroom in the Chilmark Elementary School located at 8 State Road surplus to the current educational needs of the town on September 7th 2004. At the same meeting, the Selectmen voted to lease this classroom to a private group for the promotion of the public purpose of establishing and operating a preschool.

The Up Island Regional School Committee voted to authorize the Chilmark Selectmen to proceed with the lease R.F.P. on August 24th 2004.

The successful proposal will be one that offers a high-quality, private preschool at a reasonable cost in compliance with all licensing regulations and laws of the Commonwealth of Massachusetts and the Chilmark School Rules & Regulations.

II Description of Property

This classroom is 900 square feet, has high ceilings, with six windows for natural lighting and is the middle classroom on the west side of the Chilmark Elementary School. There is a sink, television, storage closets, counters and cabinets. It has an exterior door, opening on the playground and an interior door, opening on the main hallway. The hallway accesses the shared restrooms and main entry foyer. The classroom comes with use of the shared restrooms and entry. The use of other space is at the sole discretion of the Chilmark Principal. See attached floor plan.

This property is being offered for lease by the Chilmark Board of Selectmen, the lessor. The lessee will commence the lease on January 1st 2005 for a probation period of six months ending June 30th. The lease shall be executed no later than one (1) month after selection. The lease can be renewed for three (3), one (1) year terms by mutual agreement of the lessor and lessee. These one-year terms commence on August 25th and end on June 30th of the following year.

After the probationary period, this classroom may be changed to the K-1 classroom beginning in the Fall of 2005. This is subject to a vote of the Board of Selectmen and the concurrence of the Chilmark Principal.

III. Evaluation Criteria

Proposals will be evaluated by a committee of five members, consisting of a representative of the UIRSDC, a representative of the Chilmark School Task Force, the Superintendent of Schools/or designee, the Chilmark Principal/or designee, and the Executive Secretary. Their recommendation shall be given to the Chilmark Board of Selectmen. The town reserves the right to refuse any and all proposals, to cancel this request for proposals, or take any other action in the best interest of the town.

Minimum Requirements:

1. Submission of completed "Non collusion" form.
2. Submission of completed RFP response form.
3. Proposal will only use the property for a Preschool facility.
4. Proposal must establish and operate a preschool beginning January 3rd 2005 and follow the Martha's Vineyard school calendar.

Comparative Criteria:

1. Degree to which proposal complements the educational program of the Chilmark School.
2. Organizational structure.
3. Experience of staff.
4. Demonstration of ability to successfully provide the proposed program.

5. Financial plan.

IV Rules

- Five sealed proposals shall be delivered to the office of the Board of Selectmen no later than **4:30 PM** on Friday **October 29th 2004**.
- Proposals shall be marked "**Preschool Proposal**" on the outside of the sealed envelope.
- Proposals may be corrected, modified or withdrawn by written notice to the Board of Selectmen until 4:00 PM on Friday October 29th 2004. Such corrections and modifications shall be in sealed envelopes clearly marked "**Change to Preschool Proposal**".
- The successful proposer shall complete the Disclosure of Beneficial Interests as required by MGL c.7 § 40J. Form attached.
- The successful proposer shall enter into a lease with the Town of Chilmark including, but not limited to the following terms:
 - a. Name the parties to the lease and the responsible parties to receive any notices under the lease;
 - b. incorporate by reference the proposal chosen, including a detailed description of the leased property;
 - c. specify the duration of the lease, including any renewal, extension, or other options. If the lease will include a renewal option, it must specify how the rent will be determined for the renewal period;
 - d. identify the payment terms, including when payments are due;
 - e. spell out all of the responsibilities and obligations of the parties for leasehold improvements, repairs, maintenance, cleaning, utilities, rubbish disposal, snow removal, liability and casualty insurance, etc.;
 - f. specify that lease amendments must be in writing and signed by individuals authorized to contract on behalf of the town;
 - g. prohibit assignment or subletting without written approval;
 - h. specify what constitutes cause to terminate the lease, what notice must be provided prior to termination, and what opportunity must be granted to correct any problem;
 - i. prohibit any activity that would constitute a violation of the conflict of interest law (M.G.L.c.268A);
 - j. specify that the lease constitutes the entire agreement and that there are no agreements other than those incorporated therein; and
 - k. require a certification of tax compliance by the lessee (M.G.L. c. 62C, S49A).

Request For Proposal Response

Chilmark Preschool

Name of organization: _____

Address: _____ Town _____ State _____

Phone: _____ Fax: _____ Email: _____

Please attach your proposal to this form and submit 5 copies to the town.

(Circle and/or fill-in your responses)

- | | | | |
|----|---|-----|------|
| 1. | Non collusion form is completed and attached. | YES | NO |
| 2. | I/We acknowledge receipt of addenda _____ | | None |
| 3. | The leased property will only be used for a Preschool facility. | YES | NO |
| 4. | I/We propose to establish and operate a preschool beginning January 3 rd 2004 and to follow the Martha's Vineyard School calendar as published by the Superintendent of Schools. | YES | NO |

In evaluating each proposal, evaluators will assign a rating of HIGHLY ADVANTAGEOUS, ADVANTAGEOUS, or NOT ADVANTAGEOUS for each of the following criteria. All comparative criteria are weighted equally.

1. Degree to which proposal complements the educational program of the Chilmark School. Proposers must submit an educational model, curricula and daily schedule that will work with and enhance the existing educational program at the Chilmark School.

HIGHLY ADVANTAGEOUS: The proposer demonstrates a clear understanding of the existing educational program, and articulates specific methods and means of integrating the preschool into that program.

ADVANTAGEOUS: The proposer demonstrates a general understanding of the existing educational program, and articulates general methods and means to integrate the preschool into that program.

NOT ADVANTAGEOUS: The Proposer does not demonstrate a general understanding of the existing program, and does not make clear the methods and means of integrating the preschool into that program.

2. Organizational structure. Proposers must have a structure designed to solicit and maintain participation by parents, professional educators and the community.

HIGHLY ADVANTAGEOUS: The proposer has a structure that shares operational control and policy making with a Board of Directors made up of, at a minimum, their lead teacher, parents, a Chilmark

teacher, the Chilmark Principal, members of the community served.

ADVANTAGEOUS: The proposer has a structure that shares operational control and policy making with a board of directors made up of, at a minimum, staff representation, parent, professional educator, member of the community served.

NOT ADVANTAGEOUS: The proposer does not have a structure that shares operational control and policy making with a board of directors made up of staff representation, parent, professional educator, member of the community served.

3. Experience of staff.

Proposers must list the names, addresses, years of experience in education, years of experience in preschool education, last two preschool teaching jobs and any relevant education or training.

HIGHLY ADVANTAGEOUS: The proposer has more than one instructor with more than five years experience in education and more than five years experience in preschool teaching.

ADVANTAGEOUS: The proposer has a lead instructor with more than three years experience in preschool teaching.

NOT ADVANTAGEOUS: The proposer does not have a lead instructor with more than three years experience in preschool teaching.

4. Demonstration of ability to successfully provide the proposed program.

Proposer must show they have the capability, integrity and reliability to provide the proposed program.

HIGHLY ADVANTAGEOUS: The proposer has more than three years experience operating a similar preschool program and has provided a detailed business plan.

ADVANTAGEOUS: The proposer has less than three years experience operating a similar preschool program, and has provided a detailed business plan.

NOT ADVANTAGEOUS: The proposer does not have any experience operating a similar preschool program or has not provided a detailed business plan.

5. Financial plan.

Proposer must demonstrate how they will determine tuition for students, and cover rent, insurance and other expenses.

HIGHLY ADVANTAGEOUS: The proposer plans to provide preschool education as a not-for-profit, shows a financial plan that covers all expected expenses at a tuition similar to, or lower than, other island preschools.

ADVANTAGEOUS: The proposer plans to provide preschool education as a for-profit, shows a financial plan that covers all expected expenses at a tuition similar to, or lower than, other island preschools, or a not-for-profit at a tuition higher than other island preschools.

NOT ADVANTAGEOUS: The proposer plans to provide preschool education as a for-profit, shows a financial plan that covers all expected expenses at a tuition higher than other island preschools.

LEASE

This **Agreement of Lease** ("Lease") is made as of 6th day of September 2005, by and between the **TOWN OF CHILMARK**, with a mailing address of c/o Timothy Carroll, Town Hall, 401 Middle Road, P.O. Box 119, Chilmark, Massachusetts 02535-0119 ("Lessor"), and **FRIENDS OF THE CHILMARK PRESCHOOL**, with a mailing address of c/o Alicia Knight, President, P.O. Box 425, Chilmark, Massachusetts 02535 ("Lessee").

1. **Premises.** Lessor owns the real property and improvements thereon located at 8 State Road, Chilmark, Massachusetts, which is known as the Chilmark Elementary School (the "School"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the one classroom, approximately 900 square feet in area, known as the "Spanish/PE/Extra Instruction" classroom located on the west side of the school (the "Classroom"), together with the right to use such common areas of the School as are necessary for access to the Classroom (main foyer, hallways, shared restrooms) and as are necessary to engage in outdoor activities on the School playground (together with the Classroom, the "Premises"). The Classroom is more specifically identified on the map of the School attached hereto as Exhibit "A". Other than as specifically set forth herein, Lessee shall have no right to use any other rooms or portions of the School, but may do so at the sole discretion of the principal of the School.

2. **Term.** The initial term of the Lease shall be for a term ten (10) months to commence on September 6th, 2005 and to end on June 30th 2006 (the "Probationary Period"). The Lease may be renewed for three (3) additional terms running from August 25th through June 30th by mutual written agreement of the parties entered into prior to the commencement of the additional term (the Probationary Period and each subsequent term of this Lease shall be referred to hereinafter as a "Lease Period"). The term of each such additional Lease Period shall commence on August 25th of such year, with the first such term to commence on September 6th, 2005, and end on June 30th of the following year, with the first such term to end on June 30, 2006. At the end of the Probationary Period, the Classroom may be changed to another Classroom in the sole discretion of the Board of Selectmen and with the approval of the principal.

3. **Rent.** Lessee shall pay to Lessor rent during the Probationary Period and each additional Lease Period of One Dollar and No cents (\$1.00) for each Lease Period. Payment shall be by made by Lessee prior to the commencement of each Lease Period.

4. **Utilities and Supplies.** Lessee shall promptly pay, on the execution of this Lease, one thousand (\$1,000) Dollars, made payable to the Up Island Regional School District-Chilmark School, to cover utility costs for use of the Classroom. The Chilmark Principal shall have exclusive control of this payment once received. The Lessee shall also, at the commencement of the Lease, deposit an additional one thousand (\$1,000) Dollars in a jointly held escrow fund to cover utility costs that exceed the initial payment. The Lessee will provide

its own school supplies for the children enrolled in the program. The Town has added a telephone extension so that the Lessee may directly receive telephone messages. The Lessee will be responsible for the monthly cost of this telephone line. The Lessee will not use the services of the School secretary. All provisions of water, sewer, electricity, heat, telephone and other utilities shall be subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, service or supplies from the sources from which they are usually obtained for the School, or to any cause beyond Lessor's control to the extent Lessor shall be obligated to be involved with the provision of said utilities.

5. **Use.** Lessee shall use and occupy the Premises only for the conduct of a preschool program as specified in its "Proposal to Develop and Operate a Preschool at the Chilmark School" (the "proposal"), dated November, 2004, which was submitted in response to the Request For Proposal advertised by the Town. The proposal is incorporated herein as Exhibit "B". The program must be taught by staff that is state certified. The use of the Premises is limited to those identified in the Proposal for children ages 2.9 through 5 years of age and between the hours of 8:00 a.m. and 3:00 p.m. The maximum number of children to be enrolled in the program is eighteen (18). The Lessee shall provide a sufficient number of certified teachers and/or assistants so that the student to teacher ratio complies at all times with applicable law. No trade, occupation, or other activity shall be carried on, in, or about the Premises, or any use made thereof, which shall be offensive or contrary to the laws of the Commonwealth or any ordinance or by-law for the time being in force in the Town of Chilmark, or injurious to any person, or persons or property. Lessee shall not conduct any activity which would be a violation of the Massachusetts conflict of interest statute (M.G.L. c. 62C, §49A). Lessee shall in no way represent or imply that its pre-school is affiliated with or endorsed by Lessor, the School, or the Up Island School District.

6. **Lessee's Insurance.** Lessee shall procure, keep in force, maintain, and pay for the following insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Lessee, and any of its agents, representatives, subcontractors or employees: (a) Broad form Commercial General Liability coverage naming Lessor as additional insured, written on a "per occurrence" basis with an aggregate cap of \$3,000,000: \$1,000,000, Combined Single Limit (C.S.L.). Such insurance shall be obtained from an insurer qualified to do business in Massachusetts and in good standing therein insuring Lessor as well as Lessee, as their interests shall appear, against injury to persons or damage to property as provided. Lessee shall deposit with Lessor certificates for such insurance at or prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of any such policies. All such policies shall provide that they shall not be cancelled without at least ten (10) days prior written notice to each insured named therein.

7. **Tax Compliance.** Lessee shall deliver to Lessor prior to the execution of this Lease a certification of tax compliance in accordance with M.G.L. c. 62C, §49A.

8. **Maintenance.** Lessee shall maintain and keep all and singular the interior

of the Premises and all fixtures therein in as good repair, order and condition as the same are in at the commencement of this Lease, or may be put in during the continuance hereof, reasonable wear and tear or damage by fire or other unavoidable casualty only excepted, acknowledging that the Premises are now in good order. In the event that Lessee does not so repair any damage as soon as reasonably possible after such damage has occurred, Lessor shall have the right, but not the obligation, to repair such damage and demand immediate payment from Lessee for the cost of such repair or replacement. The removal of snow and ice from the sidewalks bordering upon the Premises shall be the obligation of Lessee, and said removal shall be done in a manner which is consistent with the safety of the public.

9. **Access to Premises.** Lessor and Lessor's agents shall have the right to enter the Premises at all reasonable times to examine the same and to make repairs thereto (and in the case of emergency at any time without notice).

10. **Lessee's Property.** It is understood and agreed that any goods or other property owned or otherwise possessed by Lessee, and stored, displayed, or otherwise maintained by Lessee at the Premises shall be kept there at Lessee's sole risk and without any liability whatsoever on the part of the Lessor for any loss or damage thereto. If the whole or any part of said property shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes or other pipes, by theft or from any other cause, no part of said loss is to be charged to or borne by Lessor. It shall be Lessee's obligation to provide any insurance for such property.

11. **Alterations - Additions.** The Lessee shall not make structural or non-structural alterations or additions to the Premises without the prior written consent of Lessor, which may be given or withheld for any or no reason, in Lessor's sole discretion.

12. **Subordination.** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the Premises and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

13. **Right to Terminate.** This Lease is subject to the express condition that, if Lessee shall neglect or fail to pay the rent, or any installment thereof, within five (5) days after having been notified by Lessor that the rent has not been so paid, or shall fail to perform or to observe any of the other terms, covenants or conditions contained in this Lease, within ten (10) days after notification of such failure by Lessor, or if the estate hereby created shall be taken on execution or by other process of law, or if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Lessee's property or the property of said other entity for the benefit of creditors, then, and in any of the said cases (notwithstanding any license or any former breach of a covenant or waiver of the benefit hereof or consent in a former instance), or at the election of Lessor, this Lease shall terminate, and Lessor lawfully may,

immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises, or any part thereof, in the name of the whole and repossess the same as of its former estate and expel the Lessee and those claiming through or under Lessee and remove Lessee's effects, without prejudice to any remedies which might otherwise be used.

14. Lessee's Failure to Perform.

(a) If Lessee shall at any time fail to take out, pay for, maintain or deliver any of the insurance policies provided for in this Lease, or shall fail to make any other payment, or perform any other act on its part to be made or performed under this Lease, then Lessor, after ten (10) days notice to Lessee, except when other notice is expressly provided for in this Lease (or without notice in case of an emergency), and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease, may (but shall be under no obligation to):

- (1) Take out, pay for and maintain any of the insurance policies provided for in this Lease; or
- (2) Make any other payments or perform or cause to be performed any act on Lessee's part to be made or performed as in this Lease provided;

and may enter upon the Premises for any such purpose, and take all such action thereon as may be necessary therefor.

(b) All sums so paid by Lessor and all costs and expenses incurred by Lessee in connection with the performance of any such act, together with interest thereon at the rate of fourteen (14) per cent per annum or such lesser rate as may at the time be the maximum rate permitted by law, from the respective date of Lessor's making of such payment or incurring of each such cost and expense, shall be paid by Lessee to Lessor on demand as if the same were additional rent hereunder (and non-payment of which shall have the consequences as non-payment of rent).

15. Assignment and Subletting. Lessee shall not assign or sublet the whole or any part of the Premises without the prior written consent of Lessor, which may be given or withheld for any or no reason, in Lessor's sole discretion.

16. Destruction by Casualty. If the Premises are damaged or destroyed by storm, fire, lightning, earthquake or other casualty, to such an extent that the Premises are not usable by Lessee for the conduct of its business in substantially the same manner as it was conducted immediately prior to such damage or destruction, either Lessor or Lessee may terminate this Lease immediately. Lessee hereby irrevocably transfers, sets over and assigns to Lessor all Lessee's rights in and to the insurance proceeds payable on account of damage or destruction to the Premises.

17. **Notice.** Any and all notices given or required to be given hereunder shall be in writing and delivered in hand or by certified or registered mail, postage prepaid, addressed to the parties at the addresses set forth for each of them in the first paragraph of this Lease. Any and all notices shall be deemed to have been given when delivered in hand or when deposited in the mail as noted above.

18. **Surrender.** The Lessee shall at the expiration or other termination of this Lease remove all Lessee's goods and effects from the Premises. Lessee shall deliver to the Lessor the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in the same condition as they were at the commencement of the term of this Lease, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

19. **Quiet Enjoyment.** Lessor covenants and agrees with Lessee that, upon Lessee's paying the rent and observing and performing all the terms, conditions, and covenants on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease.

20. **Indemnification and Liability.** Lessee agrees at all times during the term of this Lease and for such further time as Lessee occupies the Classroom, to assume exclusive control of the Classroom and all tort liabilities incident to the control or leasing thereof. The Lessee, to the maximum extent permitted by law, shall defend, indemnify and save harmless Lessor, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with Lessee's lease or use of the Premises or the School for any damage to Lessor's real or personal property that occurs in conjunction with the Lease or the use of the Premises or the School by Lessee, unless the damage is caused by Lessor's gross negligence or willful misconduct.

21. **Payment of Lessor's Cost of Enforcement.** Lessee agrees to pay on Lessor's demand all of Lessor's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of Lessee under this Lease.

22. **Construction.** In construing this Lease, feminine or masculine pronouns shall be substituted for those of neuter form and vice versa, and the plural for singular and singular for plural in any place where the context may require.

23. **Governing Law and Severability.** This Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law, such provision, shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part hereof.

24. **Headings.** The headings used herein are used only for convenience of reference and are not to be considered a part of this Lease or to be used in determining the intent of the parties hereto.

25. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of all administrators, executors, personal representatives, heirs, successors and permitted assigns, including all permitted sub-tenants, of the parties hereto.

26. **Authorization.** Lessee shall give Lessor copies of its organizational documents and evidence, such as resolutions, satisfactory to Lessor, demonstrating the authority of those persons signing this Lease on behalf of Lessee, to bind Lessee.

27. **Entire Agreement.** This Lease, including any attachments hereto, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by individuals duly authorized to contract on behalf of Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, as of the day and year first written above.

LESSOR:

TOWN OF CHILMARK

Witness

Frank Fenner, Selectman

Witness

J. Riggs Parker, Selectman

Witness

Warren Doty, Selectman

LESSEE:

**THE FRIENDS OF THE CHILMARK
PRESCHOOL**

Witness

By: _____

Witness

By: _____

9/6/2005 10:55 AM