

**Solicitation Information**  
**June 13, 2013**

**RFP # 7474372**

**TITLE: Sub Lease Classroom Space Rhode Island School for Deaf, Providence**

**SUBMISSION DEADLINE: Friday, July 15, 2013 at 10:00 am (Local Prevailing Time)**

**PRE-BID CONFERENCE: YES DATE: Friday June 21, 2013 TIME: 9:00 am (LPT)**  
**Mandatory: YES\***  
**Location: One Capitol Hill, 2<sup>nd</sup> Floor Conference Room C, Providence, RI**

\*Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at [questions@purchasing.ri.gov](mailto:questions@purchasing.ri.gov) no later than **June 28, 2013 at 12:00 noon (LPT)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP # on all correspondence. Questions received, if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: NO**  
**BOND REQUIRED: NO**

**Thomas Bovis**  
**Interdepartmental Project Manager**

**Vendors must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to be able to download a Bidder Certification Cover form which must accompany each offer.**

**NOTE TO VENDORS:**

**Offers received without the entire completed four-page RIVIP Generated Bidder Certification Form attached may result in disqualification.**

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

**RHODE ISLAND SCHOOL  
FOR THE DEAF**

**REQUEST FOR  
PROPOSALS**

**CLASSROOM SPACE  
LOCATED AT 1 CORLISS  
PARK, PROVIDENCE**

**LP 165**

**STATE OF RHODE ISLAND  
RHODE ISLAND SCHOOL FOR THE DEAF  
REQUEST FOR PROPOSALS (RFP)  
LP 165**

**A. GENERAL INFORMATION**

**1. SUMMARY**

The Rhode Island Department of Administration (RIDOA) invites proposals to lease classroom space at the Rhode School For The Deaf and to operate a joint preschool- early learning program.

- 1.1. User Agency:** Rhode Island School For The Deaf
- 1.2. Project Name:** Rhode Island School For The Deaf  
Classroom Space Lease  
Request For Proposals - LP 165
- 1.3. Pre-Proposal Conference:** **June 21, 2013 – 9:00 a.m.**
- 1.4. Proposal Submission  
Deadline:** **July 15, 2013 by 10:00 a.m.**  
(Proposals opened and acknowledged only)
- 1.5. Program Description:** This space is intended to serve as preschool-early learning program.
- 1.6. Summary of Space Needs:**
- Location:** Rhode Island School For The Deaf  
1 Corliss Park, Providence, RI
- Amount of Space:** 1,316 square feet of land
- Type of Space:** Classroom
- Type of Agreement:** State of Rhode Island Lease (See:Attachment)
- Term:** One (1) Years with a One (1) year option to renew
- NOTE:** The State will pay no broker's fee, finder's fee, commission, or other compensation to any party

## **SECTION 1 – OVERVIEW**

The Rhode Island School for the Deaf (RISD), located at One Corliss Park, Providence, RI 02908, has a vacant classroom in its preschool/ kindergarten area available for leasing. The available classroom area is located in a modern, ADA-accessible, school building, which currently serves deaf and hard of hearing students, ages 3-21 years. The classroom for rent is partially carpeted, clean and bright, with large windows offering good natural lighting, comprising about 1316 square feet, with its own toddler bathroom, sink and counter area, and a storage room. It also is equipped with a SmartBoard and a corresponding projector, wi-fi capability, and a flexible center wall that can divide the space into two smaller areas.

The tenant would have its own dedicated entrance into the building. Ample parking is available. The tenant also would have access to the preschool/ kindergarten playground and could schedule time in the school library, kitchen, and school gym when available. Lease price would include all utilities, janitorial and maintenance services, and reflect any discount for value of cooperative consultation services rendered to RI School for the Deaf. There is a school nurse on-site for emergency medical care if needed.

This 1-year lease, with option to renew, would commence with the start of the 2013-2014 school year, on or about August 18, 2013. Potential tenants are encouraged to schedule a site visit.

If interested, selected tenant could be offered additional space for leasing at the same agreed price per square foot, should excess space become available at RISD in the future.

**Purpose:** The purpose of this solicitation is to seek an interested tenant to lease the vacant classroom space and enter into a cooperative agreement with RISD to run some degree of joint preschool early learning programs, specifics to be determined.

### **Requirements:**

Selected tenant is expected to:

- Be a RIDE approved early learning school and/or child care center needing a preschool space
- Offer preschool programming that is consistent with RI Early Learning Standards
- Adhere to a shared philosophy of high expectations for young children and a commitment to providing language rich, hands-on learning experiences that target the development of the whole child
- Implement some shared programming with the existing preschool at RI School for the Deaf
- Meet all lease requirements and complete lease paperwork

## **Deliverables:**

As part of the cooperative agreement, tenant would be expected to:

1. Be the sole occupant of the space for the purpose of educating young children
2. Collaborate in designing and implementing opportunities for language modeling among deaf and hearing children
3. Respect cultural and linguistic differences between the two programs
4. Maintain the space in good repair and broom clean condition
5. Follow all facilities maintenance procedures and security and safety protocols in place at RI School for the Deaf
6. Secure and maintain its own insurance covering all operations at this location, independent of RI School for the Deaf. All insurers shall be licensed by the State of Rhode Island and have an acceptable quality rating

## **SECTION 2 – PROPOSAL SUBMISSION**

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

### **General Requirements**

**Submission:** Proposals must be submitted to RIDOA as follows:

Proposals must be submitted to the Division of Purchases. Disclosure Certificates must also be submitted with each proposal.

Please submit one original and three copies of the Technical Proposal and the Cost Proposal, each signed by the offeror.

Proposals must be substantially completed. Proposals that contain material omissions shall be deemed non-qualifying if allowing the missing information to be supplied after the opening of proposals would be prejudicial to fair competition.

Proposals (Technical and Cost) **(an original plus three (3) copies)** should be mailed or hand-delivered in a sealed envelope marked **Classroom Space RI School for the Deaf– Request For Proposals**

Proposals must be submitted in a sealed envelope on which the following information is clearly marked: **the name of the User Agency, the Project Number, and the Proposal Submission Deadline. This information is contained on Page A-1 of the RFP. In addition, the name and address of the offeror must be on the envelope. Please refer to Sections 3 and 4 below for further instructions regarding the technical and cost proposals.**

Proposals must be received in the Rhode Island Department of Administration (RIDOA), Division of Purchases, One Capitol Hill, 2nd Floor (Purchases' Reception Desk) Providence, Rhode Island 02908 on or before the proposal submission deadline stated on page A-1 of this RFP. The time-stamp clock located in the reception area of the Rhode Island Division of Purchases establishes the official date and time of receipt of each proposal.

### **PROJECT TIMETABLE**

The following is the timetable for submission. Any dates and times listed elsewhere that conflict with this timetable are mistakes to be corrected by the offeror. Any phase and all subsequent phases in this timetable may be adjusted whenever uncontrollable conditions prevent the timely completion of a phase. The interval between any two phases may be change at the RIDOA's discretion.

<b><u>Phase I:</u></b>	<b><u>Date and Time</u></b>
Mandatory Pre-Proposal Conference:	<b>June 21, 2013 @ 9:00 a.m.</b>
Location:	One Capitol Hill, Providence <u>Conference Room "C" – 2<sup>nd</sup> Floor</u>
Offeror questions deadline:	<b>June 28, 2013 by 12:00 p.m.</b>
Questions and responses posted:	<b>July 1, 2013 by 4:00 p.m.</b>
<b><u>Phase II:</u></b>	
Proposals Due:	<b>July 15, 2013 @ 10:00 A.M.</b> <b><u>(Proposals opened and acknowledged only)</u></b>
<b><u>Phase III:</u></b>	
Presentation by offerors	TBD after proposal submission

All questions regarding this Request for Proposals are to be **e-mailed** by 12:00 p.m. on **June 28, 2013** to:

Rhode Island Department of Administration  
Division of Purchases  
One Capitol Hill,  
Providence, RI 02908  
**questions@purchasing.ri.gov**

All questions and responses thereto shall be posted on the Division of Purchases website (as an amendment to the subject RFP) by 4:00 p.m. on **July 1, 2013**.

Be advised that all questions and responses shall be made public and shared with all offeror's, not only the offeror making the inquiry.

The Vendor assumes responsibility for proposals submitted by mail or commercial delivery service. Proposals misdirected to other State locations or which are otherwise not present at the time of opening, for any cause, will be determined to be late and will not be considered. Faxed or emailed proposals will not be considered.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

### **SECTION 3 – COST PROPOSAL**

Cost Proposals must be submitted in a separate sealed envelope that is to be inserted into the larger envelope which will contain the technical proposal. The vendor name, telephone number and address should be clearly written on the envelope. All cost proposal pages should have the vendor name, address and other pertinent information. The cost proposal should be signed by a company official legally authorized to bind the company to a lease agreement.

### **SECTION 4 – TECHNICAL PROPOSAL**

Please submit the following in your technical proposal:

1. Cover letter containing your purpose statement and description of your organization.
2. Literature and/or information about your Preschool/Early Learning Program
3. Description of how this space will serve your students
4. Description of how you would propose to service our cooperative requirements and expectations
5. List of governing Board members/owners or description of ownership structure
6. Annual budget and/ or evidence of secured funding source
7. Contact information including email and web address, if applicable
8. Resumes of principal or lead staff who would work at this location
9. Contact information for two professional references.

## **SECTION 5 - EVALUATION AND SELECTION**

The State will commission a Technical Review Committee, which will evaluate and score all proposals, category by category using the following criteria:

### **Technical:**

#### **-Provider's overall response and Qualifications: 40 Points**

- Collaboration with School, Community, and Family
- Qualifications and experience of provider's personnel
- Fit for School – stated goals, mission/vision statement
- Financial and Organizational Stability
- History

#### **-Provider's approach: 25 Points**

- Proposers are encouraged to identify ideas, creative approaches, and potential opportunities that the provider believes would provide excellent and collaborative service to RI School for the Deaf and the community.

**-Interviews and References, including the character, integrity, and reputation of the organization applying: 5 Points**

### **COST:**

- **Lease Square Foot Cost  
30 points**

Vendors proposal must receive a minimum of 56, out of 70 (80%), technical points to warrant cost consideration and further evaluation.

Cost points will be awarded as following:

$$\text{Points awarded} = 30 - (30 * ((VC - LVC) / AVC))$$

AVC = Average Vendor cost

VC = Vendor Cost

LVC = Lowest Qualified Vendor's Cost

The State reserves the right to accept or reject any or all options, bids, or submissions and to act in its own best interest.

STATE OF  
RHODE  
ISLAND  
LEASE  
AGREEMENT

**RHODE ISLAND SCHOOL FOR THE DEAF**

**LEASE AGREEMENT**

**BY AND BETWEEN**

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ACTING BY AND THROUGH  
THE RHODE ISLAND SCHOOL FOR THE DEAF**

**AND**

**TBD**

**FOR PREMISES LOCATED AT**

**1 CORLISS PARK, PROVIDENCE RHODE ISLAND**

Commencement Date: Aug 19, 2013

## LEASE AGREEMENT

### INTRODUCTION

THIS LEASE is made on this \_\_\_\_ day of 2013 by and between the State of Rhode Island and Providence Plantations acting through Rhode Island School for the Deaf (the "Landlord") and TBD (the "Tenant").

### RECITALS

WHEREAS, Landlord is the owner of the Property upon which the Leased Premises are located; and

WHEREAS, Landlord desires to lease approximately 1,316 square feet of the Leased Premises to Tenant, and Tenant desires to lease approximately 1,316 square feet of the Leased Premises from Landlord upon the terms and conditions set forth herein;

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. Definitions and Construction

For the purposes of this Lease and in addition to the words and phrases otherwise defined herein, the following words and phrases are defined as set forth below:

**Applicable Rules and Regulations:** The statutes of the State of Rhode Island and all rules and regulations of the State of Rhode Island including those promulgated by the State Properties Committee, the Division of Purchases of the Department of Administration and the Rhode Island School for the Deaf, all as the same may be amended from time-to-time.

**Commencement Date:** August 19, 2013

**Leased Premises:** Those certain classrooms situated within the Rhode Island School for the Deaf building located in One Corliss Park in Providence, Rhode Island ("Building") on real estate more particularly described on Exhibit A. The Floor Plan of the Leased Premises is as set forth on Exhibit B attached hereto and incorporated herein.

**Permitted Use:** The Leased Premises shall be used by Tenant for the operation of Tenant's Pre-Kindergarten program and purposes ancillary thereto, including, such other activities as are not inconsistent with applicable law.

**Person:** refers to partnerships (including limited partnerships), corporations, limited liability companies, trusts and other legal entities, as well as natural persons.

**Property Taxes:** n/a.

**Rent:** The total rent during the term of this Lease shall be payable in monthly installments of TBD per month due on or before the first day of each month commencing on August 19, 2013.

**Tenant's Trade Fixtures** means machinery, equipment and other items of personal property owned by the Tenant and especially designed or fitted for use of its activities which will not be affixed or incorporated into the Leased Premises in such a manner that their removal will cause substantial damage to the structure.

**Term:** 12 Months beginning on the Commencement Date and terminating on August 18, 2014, with option to renew for 1 additional year. Either party shall have the option to terminate this Lease with at least a 60-day notification to the other.

**2. Services to be Provided by Tenant.**

As additional consideration for this Lease, during the Lease Term, Tenant shall run some degree of joint preschool and other early learning programs with Landlord.

In the event of an early termination of this Lease, Tenant shall not be required to provide services beyond those delivered by Tenant through the termination date.

**3. Lease; Fire Safety Inspection.**

Landlord demises and leases to Tenant and Tenant leases and takes from Landlord the Leased Premises for and during the Term and otherwise on the terms and conditions set forth herein. Prior to the Commencement Date, the State Fire Marshal or his designee shall inspect the Leased Premises for compliance with all applicable fire safety codes and regulations. Landlord will undertake all appropriate steps to make sure the Leased Premises are in full compliance with all applicable fire safety codes and regulations. In the event that the Leased Premises fail such inspection and the failure cannot be remedied by Landlord prior to the Commencement Date, Tenant may terminate this Lease without penalty.

**4. Renovations and Alterations.**

Tenant's plans for alterations or renovations to the Leased Premises first must be approved by Landlord. All such alterations and renovations will be undertaken at the sole cost and expense of Tenant. Landlord will provide Tenant with access to the Leased Premises at least 30 days in advance of the Commencement Date for no additional rent so that Tenant may make such alterations and improvements prior to taking possession of the Leased Premises. All work performed by Tenant shall be in a good and workmanlike manner and shall be undertaken with minimal interruption to Landlord's operation at the Building. Upon expiration or sooner termination of this Lease, Tenant shall restore the Premises to their condition as of the date the Leased Premises were turned over to Tenant, reasonable wear and tear and damage by the elements excepted.

**5. Rent.**

Commencing on the Commencement Date, Tenant will pay to Landlord the Rent at Landlord's address as set forth in the notice provision of this Lease or to such other address as Landlord may designate by notice to Tenant. Rent will be paid in equal monthly installments, payable and received in advance on the first business day of each month. Rent payable for any partial month will be prorated on a daily basis.

**6. Permitted Use.**

Tenant may use the Leased Premises only for the Permitted Use specified herein. Tenant's use of the Leased Premises shall be in compliance with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments applicable to Tenant. In addition to Leased Premises, Tenant will have access to the gymnasium, playgrounds and cafeteria during times not interfering with Landlord's own use of said areas. Tenant shall also have access in common with Landlord to all common areas in or about the Building and in or about Landlord's property, including parking, pick-up and drop off areas for student-clients and staff. In an emergency situation only, the Landlord's nurse could be available to assist and dispatch first aid to Tenant and its student-clients.

Use of the Leased Premises name in any advertising or formal communiqué by Tenant is strictly prohibited, unless permission is granted by Landlord. All of Tenant's signage must be approved by Landlord, which approval shall not unreasonably be withheld so long as such signage complies with applicable zoning rules and regulations.

**7. Repairs, Maintenance and Janitorial Service; Utilities.**

Landlord shall be responsible for and shall bear all of the risk and expense of any and all maintenance, repairs and replacements relating to the exterior and interior of the Leased Premises, the Building and all common areas. Without limiting the generality of foregoing, Landlord shall at its own expense: (i) maintain and make routine and other necessary repairs and replacements to the exterior of the Building (ii) make plate glass replacements; (iii) repair, maintain and replace as necessary all Building systems including without limitation all plumbing, electrical, HVAC, lights and elevators (if any); and (iv) make all structural repairs of or replacements to the foundation, walls, windows and roof of the Building and repairs or replacements to any septic/waste treatment system, the parking lot and mechanical and utility systems on the Building or Leased Premises. Landlord shall provide heat, electricity and lighting to the Leased Premises for no additional rent. In addition, Landlord shall provide janitorial services within the Leased Premises and common areas at the same service levels provided in other classrooms within the Building. Landlord shall provide snow removal.

**8. General Representations and Warranties of Landlord**

Landlord represents and warrants to Tenant (which representations and warranties shall be deemed continuing representations and warranties throughout the Term and any subsequent time as Tenant occupies the Leased Premises, or any part thereof) that: (a) Landlord has good and marketable record title to the Land and the Building; (b) Landlord has full and lawful right to enter into this Lease; (c) the use of the Leased Premises by Tenant for the purposes set forth in

this Lease will not violate the provisions of any lease, mortgage, agreement, restriction or zoning or building law, code or ordinance in effect and applicable with respect to the Leased Premises; (d) Landlord will not enter into any lease, agreement or other undertaking which will violate or interfere with any of Tenant's rights hereunder; (e) there are no present or pending violations of any applicable public, building or local safety law or regulation with respect to the Leased Premises, or the Building, nor is there any violation of any zoning law, ordinance or regulation or any subdivision, plat, deed or other restriction; (f) all plumbing, heating, air conditioning, electrical equipment and other Building systems are of such design, efficiency and capacity as will insure the comfortable and economic enjoyment of the Leased Premises by Tenant, its servants, agents and invitees, throughout the Term of this Lease and any extension or renewal thereof.

## 9. Insurance

Tenant will obtain and pay for commercial general liability insurance insuring Landlord and Tenant against loss from and liability for damages on account of loss or injury suffered by any person or property within or upon the Leased Premises, the coverage and protection of such insurance to be not less than \$1,000,000 (combined single limit), and such policy shall name Landlord as an additional insured. Limits of commercial general liability insurance will be increased by Tenant at the request of Landlord if required by the Applicable Rules and Regulations upon not less than 60 days prior written notice to Tenant. Any insurance required to be maintained under this Lease by Tenant may be satisfied with umbrella coverage.

Landlord shall obtain and pay for fire and extended coverage insurance covering the Building, including the Leased Premises, the Leased Premises' equipment and common area furnishings owned by Landlord in an amount not less than the full replacement cost without deduction for depreciation from time to time during the Term of this Lease, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended peril (all risk), boiler and other pressure vessels, flood, glass breakage and sprinkler leakage with \$1,000,000 of extra expense coverage so that expeditious repair of the Building may be undertaken in the event of a loss. Landlord will also maintain a policy or policies of commercial general liability insurance in the amounts and on terms currently in place and shall name Tenant as an additional insured on such policy or policies.

Each party shall, prior to the Commencement Date and on the anniversary of the Commencement Date and otherwise upon request of the other party, deliver to the other party, a certificate of insurance of all policies required in compliance with the respective obligations of Landlord and Tenant under this Lease which certificates shall also show any additional insured or loss payees with respect to such policies. All policies of insurance shall contain endorsements that the insurer(s) will give the additional insured and its designees at least ten (10) days' advance written notice of any change, cancellation, termination or lapse of said insurance. All insurance required under this Lease will be issued by companies duly authorized and licensed to do business in Rhode Island and otherwise reasonably satisfactory to Landlord and Tenant. Each such policy will contain a provision that no act or omission of Landlord or Tenant will affect or limit the obligation of the insurer to pay the amount of the loss sustained by, or claim made against, such party.

**10. Fire or Other Casualty**

If the Building or the Leased Premises or any part thereof is damaged by fire or other casualty, Landlord will forthwith commence and continue with all reasonable diligence the repair of the same. If the repair of the damage to the Leased Premises is reasonably determined by an architect reasonably acceptable to the parties to require more than 60 days (assuming work will be performed during normal working hours) from the date of the casualty to complete and Tenant will be deprived of material beneficial use of the Leased Premises during that time, or such repair is not commenced within 30 days after the date of the casualty, then Tenant may terminate this Lease as of the date of such casualty and a proportionate part of the rent paid in advance will be repaid to Tenant. Until the Leased Premises are restored by Landlord, there will be an equitable abatement of Rent and Tenant's consulting services.

**11. Indemnification.**

Tenant shall indemnify, defend and hold Landlord harmless from, against and in respect of any and all damage, loss, cost and expense (including reasonable attorneys' fees) which Landlord may sustain, or to which Landlord may be subjected, by reason of damage to property or injury to persons resulting from any accident or other occurrence on or about the Leased Premises when such injury or damage is caused in whole or in part by any act, neglect, fault, or omission of any duty with respect to the same by Tenant, its agents or employees.

Subject to the limits of liability set forth in Rhode Island General Laws Section 9-31-1 *et. seq.*, Landlord shall indemnify, defend and hold Tenant harmless from, against and in respect of any and all damage, loss, cost and expense (including reasonable attorneys' fees) which Tenant may sustain, or to which Tenant may be subjected, by reason of damage to property or injury to persons resulting from any accident or other occurrence on or about the Leased Premises when such injury or damage is caused in whole or in part by any act, neglect, fault, or omission of any duty with respect to the same by Landlord, its agents or employees.

**12. Condemnation.**

If all or any material portion of the Building is taken in condemnation proceedings or by exercise of any right of eminent domain, Landlord and Tenant shall each have the option, exercisable by written notice to the other party, to terminate this Lease as of the date of the taking. In the event of any such proceeding, each party may seek to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**13. Assignments and Subleases.**

Tenant may not assign or encumber its interest in this Lease or in the Leased Premises, or sublease all or any part of the Leased Premises, without Landlord's written consent which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that said consent shall be subject to State Properties Committee's review and approval.

#### **14. Default and Remedies.**

In the event of any default by Tenant in the performance or observance of any agreement or condition in this Lease contained on Tenant's part to be performed or observed, Landlord may give Tenant written notice specifying such default and, if Landlord shall do so, then Tenant shall have 30 days in which to cure any such default (or if such default cannot reasonably be cured within 30 days, if Tenant shall not within said period commence to cure such default and thereafter proceed to cure such default to completion with due diligence). In the event that Tenant shall remain in default following the foregoing cure period, then, (a) Landlord shall be entitled to pursue any and all rights and remedies available at law and in equity and (b) Landlord shall have an affirmative duty to mitigate its damages. In no event shall Landlord be entitled to an award of "special" or "consequential" damages nor shall Landlord be entitled to receive damages for loss of business or loss of profits in any claim against Tenant under this Lease.

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on Landlord's part to be performed or observed and shall not cure such default within 5 days after notice thereof from Tenant (or if such default cannot reasonably be cured within 5 days, if Landlord shall not within said period commence to cure such default and thereafter proceed to cure such default to completion with due diligence), Tenant shall have the option, but not the obligation, and without waiving any claim for damage, or any other right or remedy of Tenant, in law or in equity or otherwise available under this Lease, at any time thereafter to give written notice to Landlord that if efforts to cure such default are not commenced within 5 business days and thereafter diligently prosecuted to completion by Landlord, Tenant may cure such default and, unless Landlord reimburses Tenant for such cure within 5 days following notice of cure, Tenant may deduct the entire cost of cure from Tenant's Rent hereunder. Without limiting any and all other rights available to Tenant at law or equity, Tenant shall have the rights provided to it under the Applicable Rules and Regulations.

#### **15. Landlord Access**

Landlord and its authorized representatives shall have the right to enter the Leased Premises at all reasonable times (after providing reasonable prior notice, in writing, except in the case of apparent emergencies or necessary repairs, in which event only notice that is reasonable under the circumstances will be required) for any of the following purposes: (i) to determine whether the Leased Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (ii) to show the Leased Premises to prospective brokers, agents, buyers or mortgagees; or (iii) to do any necessary maintenance and to make any restoration or repairs to the Leased Premises or the Building; provided, however, that any non-emergency inspection of the Leased Premises shall be scheduled only after normal school operating hours.

#### **16. Surrender.**

At the expiration or sooner termination of this Lease, Tenant will peaceably surrender the Leased Premises in good order, condition and repair, excepting reasonable wear and tear and excepting damage or other matter which is the risk or obligation of Landlord. If Tenant remains

in possession of the Leased Premises after the expiration of the Term and continues to pay rent without any express agreement as to holding over, Landlord's acceptance of rent will be deemed an acknowledgment of Tenant's holding over upon a month-to-month tenancy; subject, however, to all of the terms and conditions of this Lease except as to the Term hereof.

**17. Quiet Enjoyment.**

Upon paying the rent required to be made by Tenant hereunder, and upon Tenant's performing and fulfilling all terms, conditions or agreements on its part to be performed and fulfilled under this Lease, Tenant will quietly have and enjoy the Leased Premises and rights in common with Landlord to the common areas and additional areas as set forth in Section 6 hereof during the term of this Lease without lawful hindrance by any person claiming by, through or under Landlord.

**18. Signs.**

Subject to Section 6 of this Lease, Tenant may place signs pertaining to its operations within the Leased Premises or on the exterior of the building.

**19. Waivers.**

The failure of either party to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms, or conditions of this Lease or to exercise any option of such party herein contained, will not be construed as a waiver for the future of such term, condition, agreement or option. Without limiting the generality of the foregoing sentence, the payment by Tenant of Rent and acceptance by Landlord of such payment with knowledge of a breach of any term, condition, or agreement of the other party will not be deemed to be a waiver of any such breach.

**20. Notices.**

No notice, approval, consent or other communication permitted or required to be given by this Lease will be effective unless the same is in writing and sent postage prepaid, by United States certified mail, return receipt requested, or by reputable overnight delivery service to the other party at the addresses set forth below, or to such other address as either party may designate by notice to the other party.

If to Landlord:  
Rhode Island School For the Deaf  
1 Corliss Park  
Providence, R.I. 02908  
Attn: Director

If to Tenant :  
TBD

**21. Governing Law.**

This Lease and the performance thereof will be governed, interpreted, construed and regulated as a commercial lease under the laws of the State of Rhode Island.

**22. Successors and Assigns.**

This Lease will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. References made herein to the parties will be deemed to include their respective successors and permitted assigns.

**23. Entire Agreement.**

This Lease contains all of the agreements of the parties and may not be modified or amended except by written agreement signed by authorized representatives of each party.

**24. Tenant's Estoppel Certificate.**

Upon request of Landlord, Tenant shall execute and deliver a form of estoppel certificate such form to be reasonably acceptable to Landlord and its counsel.

**25. Hazardous Substances.**

Landlord represents, warrants and covenants that during such time as Landlord has operated Rhode Island School for the Deaf at 1 Corliss Park, Providence, Rhode Island, the Leased Premises, Land and Building have not been used for the release, storage, use, treatment, disposal or other handling of any Hazardous Substance (other than the use of Hazardous Substances necessary for the operation of a permitted legal use so long as such use is or was at all times in compliance with all federal, state and local law, code, ordinance and regulation). The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and asbestos and (ii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. During such time as Tenant is in possession of the Leased Premises, Tenant shall not use the Leased Premises for the release, storage, use, treatment, disposal or other handling of any Hazardous Substance (other than the use of Hazardous Substances necessary for the operation of a permitted legal use so long as such use is or was at all times in compliance with all federal, state and local law, code, ordinance and regulation). Tenant shall: (a) give prior written notice to Landlord of any activity or operation to be conducted by Tenant at the Leased Premises which involves the Release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance (other than the use of Hazardous Substances necessary for the operation of a permitted legal use so long as such use is or was at all times in compliance with all federal, state and local law, code, ordinance and regulation); and (b) shall comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions governing the release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing,

handling, or otherwise managing Hazardous Substances and codes relating to hazardous substances and hazardous waste.

**26. Landlord's Additional Rights.**

If the Tenant at any time, or from time to time, shall fail to perform any of the covenants, terms and conditions in this Lease to be performed on the part of said Tenant, the Landlord may immediately, or at any time thereafter without notice, perform the same for the account of the Tenant, and in any such event, any monies paid by the Landlord for such purpose shall be deemed to be additional rent hereunder and shall be payable forthwith upon rendition of a bill therefore.

**27. Security Deposit.**

Intentionally Omitted.

**28. Mechanic's Liens.**

Tenant agrees immediately to discharge (either by payment of by filing of the necessary bond, or otherwise) any mechanic's, materialman's or other lien(s) against the Building, the Leased Premises, the Land and/or the Landlord's interest therein, which liens may arise out of any payment due, or purported to be due, for any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Building and/or the Leased Premises. Landlord shall not be deemed to have consented to the placing of a lien on the Building, Leased Premises or Land by any person dealing with the Tenant.

**29. Termination of Prior Leases and Agreements.**

Landlord and Tenant agree that by virtue of the execution of this Lease, any and all prior leases and agreements between Landlord, or its predecessor in interest, and Tenant and its predecessors are hereby terminated and of no further force and effect, and any and all obligations between Tenant and Landlord, or their predecessors in interest, pursuant thereto shall cease to exist.

**30. Miscellaneous.**

The title of this Lease, as well as the paragraph and subparagraph titles, are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions hereof. Words in the singular may be construed to include the plural, and vice versa, as the context may require. Any consent, approval or acceptance required or permitted to be given by a party to this Lease will be in writing. Any notice required or permitted to be given by a party to this Lease will be in writing and will be given within the time provided for herein. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original.

**31. Approvals.**

This Lease shall be subject to acceptance and approval by the Rhode Island State Properties Committee. Further, the terms and provisions of this Lease may not be changed, modified or amended without State Properties Committee approval.

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed and delivered by their representatives thereunto duly authorized as of the date first written above.

(TENANT) TBD

By: \_\_\_\_\_  
Name  
Title:

(LANDLORD) State of Rhode Island and Providence Plantations, acting through the Rhode Island School for the Deaf

By: \_\_\_\_\_  
Name:  
Title:

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on \_\_\_\_\_, 2013 before me personally appeared \_\_\_\_\_ Of, \_\_\_\_\_ to me known and known by me to be the party executing the foregoing instrument on behalf of said Landlord, and he acknowledged said instrument, by him/her executed in his capacity as aforesaid, to be his/her free act and deed and the free act and deed of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In Providence, on \_\_\_\_\_, 2013 before me personally appeared \_\_\_\_\_ of \_\_\_\_\_, to me known and known by me to be the party executing the foregoing instrument on behalf of The Groden Center, Inc., and (s)he acknowledged said instrument, by him/her executed in his/her capacity as aforesaid, to be his/her free act and deed and the free act and deed of The Groden Center, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**STATE PROPERTIES COMMITTEE**

Approved as to terms and Conditions:

\_\_\_\_\_  
Chairman

State Properties Commission

Approved as to Form:

\_\_\_\_\_  
Attorney General

Approved as to Substance:

\_\_\_\_\_  
Director

Department of Administration

Approved:

\_\_\_\_\_  
Public Member

State Properties Committee

# EXHIBIT A

## BUILDING LAYOUT

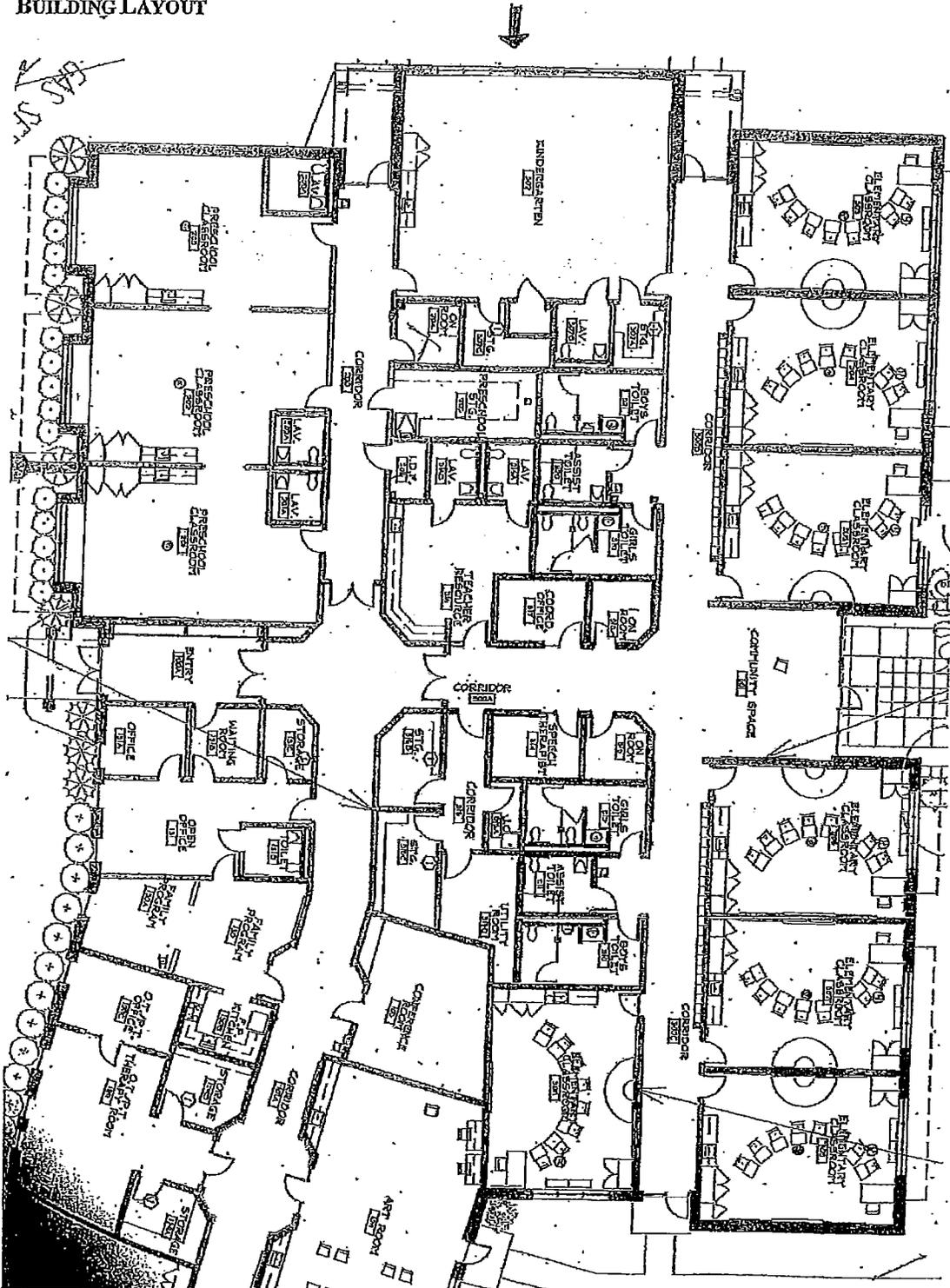
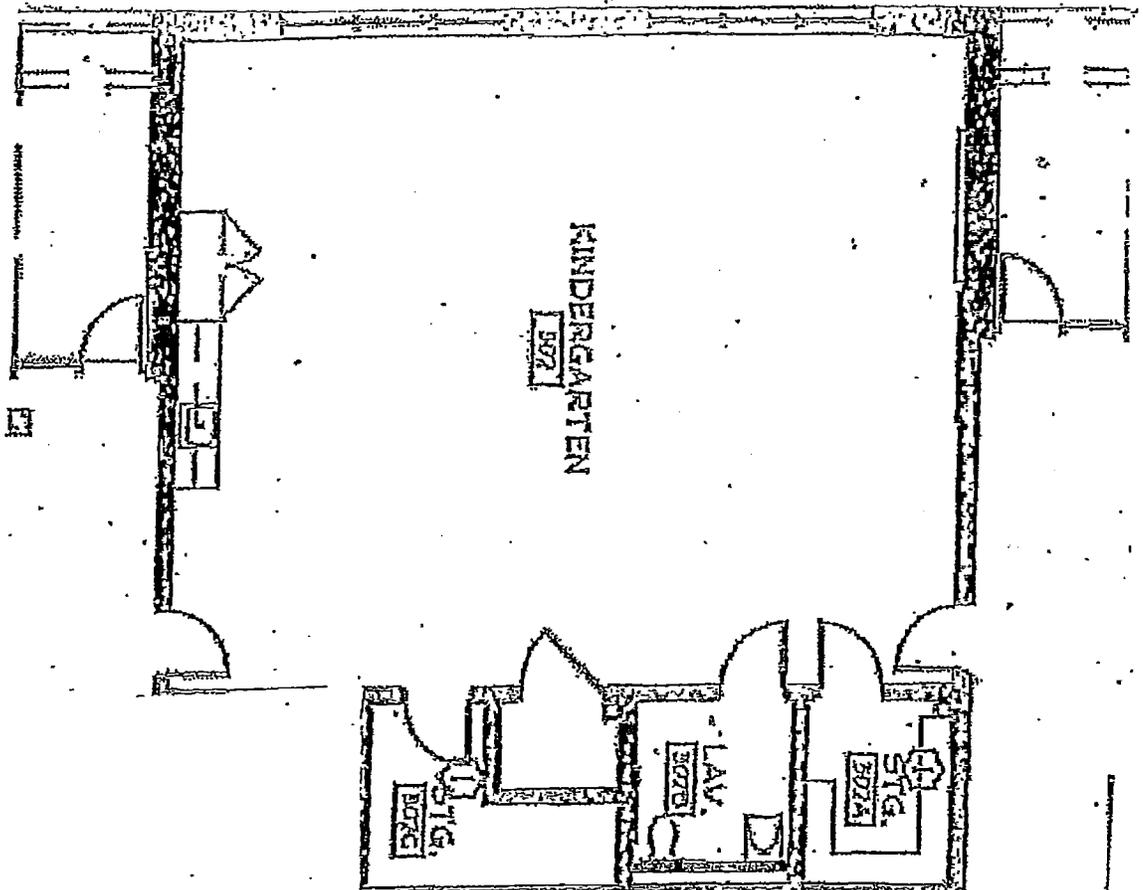


EXHIBIT B  
FLOOR PLAN



## **FORMS**

CERTIFICATE OF AUTHORITY

CERTIFICATE OF DISCLOSURE OF CORPORATION

CERTIFICATE OF DISCLOSURE OF PARTNERSHIP

CERTIFICATE OF DISCLOSURE OF LIMITED  
LIABILITY COMPANY

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_ certify that I am the  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ the corporation described in and which executed  
the foregoing instrument with the State of Rhode Island; that said corporation is  
organized under the laws of the State of Rhode Island, that the corporate seal affixed to  
said instrument is the seal of said corporation; that  
\_\_\_\_\_ who executed said instrument as  
\_\_\_\_\_ of said corporation and has been duly authorized to  
execute said instrument on behalf of said corporation; that I know the signature of said  
\_\_\_\_\_; and that the signature affixed to such  
instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
said corporation, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
Department of Administration

STATE PROPERTIES COMMITTEE  
One Capitol Hill  
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF CORPORATION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, under oath make affidavit  
(state full name of corporation)

and say that the following, the officers and directors of said \_\_\_\_\_ corporation,  
(identify as business, non-business, professional)

having been duly elected and/or appointed to:

President \_\_\_\_\_

Vice President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Principle Place of Business \_\_\_\_\_

DIRECTORS

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

STOCKHOLDERS

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Property under lease to/from the State of Rhode Island covered by this certificate:

Location: \_\_\_\_\_

State Offices Occupying Property (if any): \_\_\_\_\_

In witness whereof I have hereunto set my hand and the seal of the said \_\_\_\_\_,  
(hereunto duly authorized) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_, its Secretary.

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**Department of Administration**  
**State Properties Committee**  
**One Capitol Hill**  
**Providence, RI 02908**

**CERTIFICATION OF DISCLOSURE OF LIMITED LIABILITY COMPANY**

The undersigned hereby certifies to the State Properties Committee under oath that \_\_\_\_\_, LLC is a limited liability company authorized by the Secretary of State to conduct business in Rhode Island and that the following information is true and accurate:

**Business address:** \_\_\_\_\_

**Agent for Service:** \_\_\_\_\_  
(Name) (Address)

**Member(s):**

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

The property under consideration for purchase or lease covered by this certificate is identified as:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS THEREOF, I hereby set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Member)

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

Signed and sealed before me in the City/Town of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: