

**TOWN OF WELLESLEY
FACILITIES MAINTENANCE DEPARTMENT**

**REQUEST FOR PROPOSALS
LEASE FOR FMD ADMINISTRATIVE OFFICES**

REQUEST FOR PROPOSALS #WFMD-FY15-009

Pre-Submission Meeting: March 12, 2015 at 11:00 a.m.

Proposals Due Date: April 3, 2015 at 11:00 a.m.

RFP documents prepared by:
Facilities Maintenance Department
Contact: Joseph F. McDonough, P.E.
(781) 446-6210 X5617



**March 4, 2015
Hans Larsen, Executive Director**

**TOWN OF WELLESLEY FACILITIES MAINTENANCE DEPARTMENT (FMD)
REQUEST FOR PROPOSALS
FOR LEASE OF OFFICE SPACE**

RFP #WFMD-FY15-009

The Town of Wellesley invites responders to submit proposal for the lease of office space suitable to perform public services and accessible to the public for its Facilities Maintenance Department's Administration Offices

I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS.

1. Proposals will be accepted at the Town of Wellesley, Facilities Maintenance Department, 40 Kingsbury Street, Wellesley, MA 02481, **until 11:00 AM, Friday, April 3, 2015**. Six (6) copies of the proposal are required. Submissions shall be submitted in an envelope clearly marked **“Response to Request for Proposals for Real Property – Lease for FMD Administrative Offices”**.
2. The proposals will be opened in public and recorded per MGL c30b.
3. Award date. Award will be made within ninety (90) days after proposal opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All submittals shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
4. If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed, faxed or emailed to all companies and individuals on record as having requested the RFP.
5. Questions concerning this RFP must be submitted in writing to: Wellesley Facilities Maintenance Department, Att.: Danielle Gariepy, Financial Analyst, 40 Kingsbury Street, Wellesley, MA 02481; (781) 446-6210 X5616, (781) 446-6207 fax or dgariepy@wellesleyma.gov before 4:00 pm, Monday, March 30, 2015. Questions may be delivered, mailed, emailed or faxed. Written responses will be sent to all proposers on record as having requested the RFP. It is the sole responsibility of the proposers downloading this RFP to ensure they have received any and all addenda prior to the deadline for receipt of proposals. Addenda will be available online. If you download the RFP and addenda from the FMD's internet website www.wellesleyma.gov/pages/wellesleyma_facilities/bids and would like to make it known that your company has done so, email dgariepy@wellesleyma.gov with your company's NAME, ADDRESS, PHONE, FAX AND REQUEST FOR PROPOSAL NUMBER, so that we may add you to the Proposers List and you will be notified of any/all addendums. Negligence on the part of the responder in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.
6. Responses may be modified, corrected or withdrawn only by written notice received by the Town of Wellesley prior to the time and date set for the response opening. Modifications must be submitted in a sealed envelope clearly labeled “Modification No. ___” and must reference the original RFP response.

7. The Town of Wellesley reserves the right to reject any and all responses and to waive any minor informality in responses received whenever such rejection or waiver is in its best interest.
8. The Town of Wellesley will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town of Wellesley. All plans, specifications and other documents resulting from this lease shall become the property of the Town of Wellesley. Unless specifically exempt under the Massachusetts public records law, the Town has the right to disclose information contained in proposals.
9. Responders must be willing to enter into the Town of Wellesley's proposed standard form of commercial lease (Exhibit A).
10. The RFP, and any subsequent contract for the services, is hereby issued in accordance with M.G.L.c. 30B, § 16.
11. Proposals received prior to the date of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
12. Any submittals received after the advertised date and time for opening will be returned to the responder unopened.
13. Purchases by the Town of Wellesley are exempt from federal, state and municipal sales and/or excise taxes.
14. The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the response. These forms must be signed by the authorized individual(s).
15. Unexpected closures. If, at the time of the scheduled response opening, the Facilities Maintenance Department's offices are closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 11:00 AM on the next normal business day. Submittals will be accepted until that date and time.
16. The Town of Wellesley is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.
17. Responses to the RFP must be prepared according to the guidelines set forth herein. Selection of the successful responder will be based upon an evaluation and analysis of the information and materials required under the RFP.

II. PROJECT OBJECTIVES.

The Town of Wellesley is seeking proposals from parties interested in leasing office space to the Town. The purpose of the space shall be to house the Facilities Maintenance Department's (FMD) Administrative Offices as needed.

Background

The estimated number of office employees to be accommodated is ten (10). Each office also possesses a significant number of file cabinets and equipment.

Specific Project Goals and Objectives

Refer to the *Conditions for Submittal* section of this RFP for more detailed requirements for the office space.

- Space requirements: the usable office space (not including common areas) shall be a minimum of 2,300 sq. ft. and a maximum of 2,500 sq. ft. However the Town of Wellesley will consider spaces with less square footage and may consider a lease that occupies two separate, but nearby spaces in the same building.
- Space shall contain sufficient lighting and a sufficient number of electrical outlets for multiple computers and other equipment.
- Office spaces shall contain sufficient number of telephone and data jacks for network connectivity.
- Space shall have adequate restroom facilities – inside or outside of common area.
- Parking shall be available in the form of a parking lot that can accommodate 10 employees, plus visitors, including vehicles for FMD maintenance staff who visit the office frequently.
- The facility needs to be located in the Town of Wellesley and within a three mile radius of the Wellesley Town Hall located at 525 Washington Street in Wellesley.
- Space shall be available for an initial term of three (3) years, and shall be renewable thereafter for an additional two- (2) year term at the discretion of the Town under the same price and terms. If the Town chooses not to renew for the two- (2) year option terms; it will give at least a six (6) months notice of its intent not to renew.
- All entrances must be ADA compliant.

General Information

Lease shall commence on or before June 1, 2015; ***however the first month's rent shall be free. Rental payments shall not commence until July 2015.*** Proposer must be willing to enter into the Town's standard form of commercial lease (Exhibit A),

The Town of Wellesley is pleased to present this Request for Proposals (RFP) for an individual or group to enter into a lease agreement with the Town of Wellesley. The lease will provide the Town of Wellesley with office space to house the FMD's Administration Offices.

The Town of Wellesley will require approximately 2,300 to 2,500 square feet of office space.

The purpose of the presentation of the RFP is to create office space for the FMD's administrative offices at a reasonable rate near (within 3-miles) Town Hall. The Town anticipates that following the deadline for proposals, a committee will be formed which will discuss and recommend a proposal to the Executive Director of Government Services. The proposal that will be recommended should meet

the minimum requirements as set forth in this RFP, provide a lease at a reasonable rate, and provide the needed space in a building within the Town of Wellesley limits. Following the recommendation and approval by the Executive Director of Government Services and Board of Selectmen to enter into a lease agreement, the Town will undergo the necessary steps to confirm a lease agreement with the selected person or group.

Following the execution of the lease, it is the landlord's responsibility to deliver the premises to the Town of Wellesley in conformance with the specifications included with the RFP.

The Town of Wellesley will take occupancy of the leased premises only after construction of required improvements is completed and the premises are deemed available for tenant's occupancy in accordance with the agreed upon lease. The Town will confirm the date of occupancy, which will be the commencement date of the lease term. If the structure proposed to house the FMD's administrative offices requires significant rehabilitation, the Town will sign a letter of intent for the lease agreement and then sign the full lease following the issuance of a certificate of occupancy for the space.

While all information presented in this Request for Proposals is from sources deemed reliable, this Request is subject to errors and omissions. This Request does not constitute an offer or promise to enter into a lease agreement and in no way is the Town of Wellesley obligated to make a selection.

Building Conditions: The following are required to be met by the proposer:

Building Codes: The proposed building must comply with all applicable federal, state, and local code requirements, or the Town of Wellesley must be satisfied that it can and will be brought into substantial compliance by the desired occupancy date. If the proposal is accepted subject to the landlord meeting certain code requirements, the Town of Wellesley will not take occupancy of the space until all code deficiencies have been fully corrected.

Life Safety: The building and leased premises must comply with local codes pertaining to life safety. Life safety hazards detected either before or during occupancy shall be corrected at the proposer's expense. The Town of Wellesley requires emergency lighting to comply with current code standards within the leased premises and along all paths of egress. All fire protection equipment and materials must be maintained in accordance with applicable codes and ordinances. This includes, but is not limited to: fire doors, fire walls, fire stops, fire extinguisher, fire escapes, exit route diagrams, exit signs, emergency lighting and alarm systems.

Harmful Materials: All contaminants, dust, or gases must be removed or maintained at less than harmful levels, as required by law. The landlord is responsible for keeping on file all written certifications required by federal, state, or local officials. Harmful materials include asbestos, PCBs and lead paint.

HVAC: HVAC systems must be fully automatic and capable of maintaining minimum winter temperatures of 68 degrees Fahrenheit and maximum summer temperatures of 76 degrees Fahrenheit throughout the leased premises.

Electrical Service: Electrical Service must be of sufficient capacity to provide adequate power for electrical equipment to be installed as part of the building, plus power required to operate all of the

Town of Wellesley's equipment, such as its computer networked system. In addition, the building and all offices and work stations should be wired to allow for internet access.

Telecommunications: All offices and work stations shall have the capability for the Town to install telephones, and a fax machine in the Copier/Mailroom.

Restrooms: The landlord must provide and install code mandated restrooms, which can be located either within the rented space or in common space.

Conditions for Submittal

The following conditions must be addressed and met in the developer's proposal for office space for the Town of Wellesley:

1. That the building proposed to house the FMD's administrative offices meets the requirements of the Americans with Disabilities Act.
2. That the building proposed to house the FMD's administrative offices meets all local Zoning and Massachusetts Building Code requirements. Any building that is proposed to be utilized for office space and is not in conformance with the regulations of the Town of Wellesley Zoning Bylaws and the Massachusetts Building Code shall be brought to code prior to the Town of Wellesley occupying the building.
3. All local, state, and federal regulations regarding asbestos, PCBs and lead paint removal must be adhered to in the building proposed for office space. If the building currently contains asbestos, PCBs and lead paint, the hazardous material must be removed prior to the Town of Wellesley occupying the building.
4. Agreement of the landlord to enter into a lease substantially in the form of the lease suggested by the Town of Wellesley at the landlord's expense.
5. **Specific Office Requirements:** Offices and Workspaces for at least 10 people as described below.
 - a. Reception area near main entrance with space for waiting room chairs.
 - b. A minimum of four private offices as described below:
 - I. One private Director's office approximately 160 sf.
 - II. One approximate 200 sf private office shared by the Financial Analyst and part-time Clerk.
 - III. Two private manager's offices, each approximately 125 sf.
 - c. Open space to accommodate up to five modular offices (cubicles), each approximately 110 sf, each to have phone/data/power like other offices.
 - d. Large conference room, approximately 200 sf to accommodate up to 16 people, with phone/data/power.
 - e. Kitchenette/break room, approximately 90 sf with sink and power for microwave and refrigerator.
 - f. Copier/Mailroom, approximately 100 sf, with power for large copier/printer and mail machine.
 - g. Storage room, approximately 100 sf

- h. Space for twelve standard lateral file cabinets.
 - i. Restroom facilities may within the leased space or in nearby common area.
6. Representatives of the FMD must be permitted to enter the Building and Premises prior to the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture and fixtures, and to otherwise prepare the Premises for occupancy by Tenant.
7. In order to assist the FMD with its preparation, move into, and occupancy of the Premises, the owner shall provide the FMD with all information concerning the Building's structure, systems, utilities, equipment, and services reasonably required by the FMD.
8. The rental rate shall include the following:
 - a. All utility and electric expenses.
 - b. Supply and maintenance of a fully operational heating and cooling supply system and proper ventilation as per all applicable health, safety, building and fire codes.
 - c. The landlord shall provide adequate cleaning and janitorial services in order to maintain a safe, healthy and clean environment, but no less than three days per week to include ordinary trash removal, washing and cleaning of restrooms, windows and floors, vacuuming and dusting.
 - d. The landlord will provide interior signage, including representation for the tenant on the lobby directory.
 - e. Tenant shall be provided with 24 hour per day, 7 day per week access to the leased space.
 - f. Although the tenant's normal hours of operation will be Monday through Friday from 6:30 am to 4:30 PM, the tenant shall be allowed to operate with no limitation of time and expect that all mechanical, electrical and plumbing systems be fully operational and available. The tenant will require use of the building for night meetings and may require access on holidays and emergency situations and it is therefore understood and agreed that the tenant will be granted building access on an as needed basis.

III. FORM OF PROPOSAL

The Proposer shall submit in one sealed envelope, both a non-price proposal and a price proposal. Submissions shall be submitted in an envelope clearly marked **“Response to Request for Proposals for Real Property – Lease for FMD Administrative Offices”**.

The Town shall open and evaluate the non-price proposals according to Section IV of this RFP and select the most advantageous proposal based on proposal ratings and the proposal prices.

The Town will disqualify any Proposal it determines to be unresponsive, including, but not limited to:

- Proposals determined to be non-responsive to any material requirement of this RFP,
- Proposals that fail to meet the Conditions for Submittal listed in this RFP,
- Proposals that are received after the submission deadline,
- Proposals in which proposer misrepresents the site or provide demonstrably false information.

A. Non-Price Proposal

The non-price proposal shall consist of all materials and information, other than price, required in this RFP. The non-price proposal shall include:

- address/location of building
- total area (in square feet) that is being offered for lease
- a floor plan that details the following: office spaces, bathrooms, kitchenette, storage, room dimensions, electrical outlets, phone jacks and data jacks
- description of available parking and number of designated tenant spaces
- statement regarding the building's handicap accessibility
- Certificate of Non-Collusion
- Tax Compliance Certification
- Signed signature page of proposed commercial lease enclosed herein to indicate that responder is willing to enter into said lease agreement.

B. Price Proposal Requirements

The price proposal shall consist of the **fixed fee** that shall be paid by the Town on an annual basis for each year of the lease agreement. The Town will make monthly rental payments.

TERM	TERM DATES	ANNUAL PAYMENT	TOTAL RENT FOR TERM	MONTHLY PAYMENT
Initial three (3) year Term	6/1/15 – 5/30/18	\$	\$	\$

The fixed fee shall apply to year 4 and 5 of the lease should the Town decide to renew the lease beyond the initial three year term.

IV. PROPOSAL EVALUATION PROCEDURE

A Committee appointed by the Executive Director of Government Services and the Facilities Director will evaluate proposals according to the quality requirements contained below. Submittals failing to comply with one or more of the *Quality Requirements* and *Minimum Requirements* stated below shall be disqualified from further consideration. Submittals that comply with the quality requirements will be further evaluated based on the *Comparative Criteria* detailed below. The Town may use such procedures that it deems appropriate to evaluate such proposals.

The Town reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Town’s interests. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

Three finalists will be identified from the evaluation of comparative criteria. The Town will rank these finalists. The Town will select the most advantageous offer from a responsive and responsible respondent, taking into consideration all evaluation criteria and price and will negotiate a lease with the highest ranked finalist. The Town reserves the right to reject any and all proposals if such rejection is in its best interest. In the event that the Town is unable to reach an agreement with the highest ranked finalist, the Town will cease negotiations with such finalist and begin contract negotiations with the second ranked finalist. The selected respondent will be required to file a disclosure of beneficial interests to the Division of Capital Asset Management and Maintenance (DCAMM) as required by M.G.L. c. 7C, § 38, a copy of which is attached hereto.

The Town may give oral or written notice to one or more Proposers to furnish additional information. The giving of such notice shall not be construed as an acceptance of a proposal. Information requested shall be submitted within three (3) business days after the Town's request, unless a shorter or longer time is specified at the time of request.

Quality Requirements

1. Tax Compliance Form
2. Certificate of Non-Collusion
3. Signature page from proposed commercial lease

Minimum Requirements

Proposals must meet the following minimum criteria to qualify for competitive consideration:

1. Demonstrate complete conformance with all submission requirements as previously stated in the RFP.
2. The applicant must be able to provide the Town with approximately 2,300 to 2,500 square feet of office space; however the Town may look to house the office spaces in one building, but in two separate but nearby locations within that building. The space should include the areas stated in the RFP.
3. The applicant must show the ability of the landlord to prepare the proposed space for occupancy and to provide the services required in the RFP in accordance with the accepted standards. It must be shown that the landlord has the ability and the finances to substantially complete the tenant improvements and any other building improvements required for occupancy by the Town of Wellesley by the desired occupancy date as represented in the RFP.

Comparative Criteria

1. **Square Footage** of the space provided. The Town of Wellesley requires 2,300 – 2,500 square feet of useable office space in one building.
 - a. The proposal shows one building containing more than 2,500 square feet of useable office space to be occupied by the FMD Admin Offices. – **Highly Advantageous**
 - b. The proposal shows the building containing 2,300 – 2,500 square feet of useable office space

needed for occupation by the FMD Admin Offices. – **Advantageous**

- c. The proposal shows the building containing less than 2,300 square feet of useable office space needed for occupation by the FMD Admin Offices. - **Not Advantageous**

2. **Office and Room Spaces.** The Town of Wellesley has specific requirements for offices and rooms.

- a. The proposal incorporates a conference room, four private offices, open space for five cubicles, kitchenette and storage rooms of the approximately the required sizes – **Highly Advantageous**
- b. The proposal incorporates a conference room and four private offices of approximately the required sizes – **Advantageous**
- c. The proposal does not include a conference room or any private offices – **Not Advantageous**

3. **Parking** - The ability of the applicant to provide adequate parking for the FMD Administration Offices.

- a. The proposed location for the FMD Admin Offices shows more than 15 parking spaces provided on the site available for FMD use. – **Highly Advantageous.**
- b. The proposed location for the FMD Admin Offices shows approximately 10-15 parking spaces provided on the site available for FMD use. – **Advantageous.**
- c. The proposed location for the FMD Admin Offices shows less than 10 parking spaces on the site available for FMD use. – **Not Advantageous.**

4. **Interior Finishes and Location** - The proposal addresses these items.

- a. The property is conveniently located (within 1.5 miles of Town hall), in move-in condition, and readily lends itself to use as FMD Administration Offices in terms of finishes (walls, ceilings, flooring, doors, kitchenette), floor plan layout, and amenities - **Highly Advantageous**
- b. The property is presentable, with suitable space requiring little to no improvements, and is located within 3-miles of Town Hall – **Advantageous**
- c. Requires significant improvements to function as office space and/or is not located within 3-miles of Town Hall - **Not Advantageous**

5. **Electrical and Data Outlets-** The proposal addresses these items.

- a. The proposal incorporates more than four electrical outlets and 3 or more data ports per office space – **Highly Advantageous**
- b. The proposal incorporates three to four electrical outlets and 2 or more data ports per office space– **Advantageous**
- c. The proposal incorporates one to two electrical outlets or less than 2 data ports per office space – **Not Advantageous**

V. SUBMISSION REQUIREMENTS

The proposer shall submit one non-price and one price proposal. The non-price and price proposals must be submitted in the same envelope but must be contained in separate envelopes within the main one. Each proposal envelope must state; **“Response to Request for Proposals for Real Property – Lease for FMD Administrative Offices”**, the company name, and the date of opening. The non-price proposal shall include the following:

1. *Letter of Submittal*

The letter must be signed by the principal of the proposal team and addressed to Danielle Gariepy, Financial Analyst, Wellesley FMD, 40 Kingsbury Street, Wellesley, MA 02481. The letter must outline the applicant’s understanding of the objectives articulated in the RFP.

2. *Applicant’s Identification*

Identify the name of the applicant or applicants, street address, mailing address, and telephone number. Specify the legal form of the group or firm.

List all officers, partners or owners of the entity by name, title and percentage of ownership and their addresses and telephone numbers.

3. *Office Space Plan*

Provide conceptual design documents and drawings that indicate the layout of the proposed office space. The drawings may consist of a site plan for the site, an elevation or photograph of the exterior of the structure, and floor plans for the interior of the structure.

4. *Applicant’s Experience*

The applicant shall provide a listing of all other buildings owned which currently contain tenants. The ownership list shall consist of not only buildings within the Town of Wellesley but outside the Town limits as well.

5. *Financial Capability*

Identify the financial stability of the firm. If there is work to be completed to the building in order for the Town of Wellesley to occupy the space, show the financial capability of the firm to complete the project.

6. *Schedule*

Describe the sequence of actions, outlining the timing of the steps. Particularly if the building is currently vacant, the steps must show a timeline for the approval of all permits necessary for occupancy of the FMD’s Administration Offices.

7. *Non-Collusion Form*

The non-collusion form must be included and signed in the non-price proposal.

8. *Certificate of Tax Compliance*

The certificate of tax compliance form must be included and signed in the non-price proposal.

All price proposals shall include:

1. *Lease Bid*

The proposed financial terms of the lease that shall include the annual cost for each of the three years of the agreement as well as the expected monthly rent payment. The following items shall also be included in the lease:

Notice: Under the lease, notice shall be given via certified mail to the following: Executive Director of Government Services Hans Larsen, Town of Wellesley, 525 Washington Street, Wellesley, MA 02482 and to the lessor.

Description of Premises: The chosen proposal shall be incorporated by reference into the lease, including a detailed description of the property.

Payments: The Lessee agrees to pay rent monthly, on the first day of each month, starting July 1, 2015.

Utilities: Shall be included in the lease.

Maintenance Response: The landlord/lessor shall be responsible for general maintenance and repair of premises.

Cleaning, Janitorial Services: The Lessor, at its expense, shall provide cleaning and janitorial services, to the leased premises to keep it in clean and good order, however the Facilities Maintenance Department is not opposed to utilizing their own workers if that is a possibility, please note if this is feasible and what discount we would receive if we used our own staff for this work.

Snow and Ice Removal: The landlord/lessor, at its sole expense, shall keep pedestrian access to the premises and building free of ice and snow.

Landlord/Lessor: The landlord/lessor shall maintain and keep in force during term of the lease a policy or policies of insurance covering the loss or damage of the premises.

Amendments: No amendment shall be allowed unless in writing and signed by the Executive Director of Government Services or his designee with authority to do so.

Termination: The lease may be terminated if the lessor violates the terms of the lease or of the RFP.

Taxes: The landlord is responsible for all taxes on the building and parcel. Lessor must provide certification of tax compliance (Mass. General L.C. 62C, Section 49A).

Conflict of Interest: The lease shall be in accordance with all provisions of the Mass

Conflict of Interest Law (Mass. General L.C. 268A).

VI. THE TOWN OF WELLESLEY NON-RESPONSIBILITY

The Town of Wellesley will bear no responsibility for any costs incurred by the applicant in its research in lease rates, location of leased premises, or for the submittal of the proposal.

VII. RULE FOR AWARD

The Lease shall be awarded to the responsible and responsive proposer submitting the proposal considered most advantageous, taking into consideration the proposal's criteria and price. Price will be considered in determining award, but will not be the deciding factor of award, and a Contract may be awarded to a Proposer other than the Proposer offering the lowest price.

A committee, appointed by the Executive Director of Government Services and FMD's Director, shall evaluate each proposal's comparative evaluation criteria. Using the rating system prescribed in Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act), the committee shall assign a rating system to each criteria. The committee shall also assign a composite rating to each non-price proposal. The committee shall then take into consideration the prices and decide the best overall proposal. The best overall proposal is not necessarily the proposal receiving the highest rating for the "Competitive Evaluation Criteria" nor the proposal with the most inexpensive lease terms. The documented results shall then be submitted to the Town's Chief Procurement Officer who will make the award based on the evaluation.

Any lease awarded as a result of this RFP is subject to approval of the Board of Selectmen.

VIII. CONTRACTUAL TERMS AND CONDITIONS

A selected proposer will be required to enter into a Lease as attached hereto. The Lease contains the terms and conditions to which the Proposer agrees by submission of its proposal. The Lease terms may be subject to reasonable modifications acceptable to the Town through negotiations.

RFP SIGNATURES PAGE

Signature for Individual

_____ Name of Company	_____ Telephone Number
_____ Name and Title of Individual Authorized to Sign	_____ Fax Number
_____ Signature	_____ Date

Signature for Partnerships (must be signed by ALL general partners)

_____ Name of Partnership	_____ Date
_____ Name and Title of Partner	_____ Signature
_____ Name and Title of Partner	_____ Signature
_____ Name and Title of Partner	_____ Signature
_____ Telephone Number	_____ Fax Number of Company Offices

RFP SIGNATURES PAGE CONTINUED

Signatures for Corporation

Name of Corporation

Date

Printed Name and Title of Duly
Corporate Seal (affix below)

Signature Authorized Company Officer

Telephone Number

Fax Number

E-Mail Address

FID Number

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____

Secretary: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03? **If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Wellesley before award.**

CERTIFICATE OF NON-COLLUSION

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

Signature of person signing proposal

Date

Printed Name and Title

Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the 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.

Federal Employer ID Number

Name of Corporation

By: _____
Representative's Signature

Date: _____

LANDLORD'S BENEFICIAL INTEREST DISCLOSURE STATEMENT

Pursuant to MGL c. 7C §438¹, the undersigned _____,

_____ (Name) _____ (Title)
Of the _____ hereby certifies the following;
(Name of Landlord, Corporation, Trust, Partnership)

- 1. Description and Address of Leased Premises:
2. Term of Lease: from June 1, 2015 to May 31, 2018.
3. Landlord Name and Address:
4. Tenant: Town of Wellesley
5. Name and address of all natural people who have or will have a direct or indirect beneficial interest in the above property of Landlord (including prospective purchasers). Please note: do not write "none."

Name Residence

6. None of the above mentioned persons is an employee of the Town of Wellesley or an official elected to public office in the Commonwealth of Massachusetts, except as listed below.

Name Public Office Title Residence

7. The undersigned further agrees that a new Disclosure Statement shall be made in writing, under penalty of perjury, during the Term in case of any change of interest of such property, within thirty (30) days of such change.

Signed under the penalties of perjury on this _____ day of _____ 2015

Name Title

Personally appeared the above name _____, and being sworn, deposed, and says that he is the person named, and who signed the foregoing, and that the statements therein are true.

(Notary Public)
My Commission Expires:

¹ "No agreement to rent...real property to a public agency, and no renewal or extension to such agreement shall be valid and no payments shall be made to lessor...of such property, unless a statement, signed, under penalties of perjury, has been filed by the lessor...and in case of a corporation by a duly authorized officer giving true names and addresses of all persons who have or will have direct or indirect beneficial interest in said property with the commissioner of capital asset management. ..." (MGL c. 7C §38)

PROPOSAL CHECKLIST

In order to simplify the evaluation process and obtain the maximum degree of comparison between proposals, the Town has prepared this checklist for all responders to use in compiling proposals.

- Non-price proposal
- Price proposal
- Certificate of Non-Collusion
- Tax Compliance Certification
- RFP Signature Page

**ARTICLE III
TERM**

3. TERM

To have and to hold for a term beginning on the Commencement Date, and continuing for the Term, unless sooner terminated as hereinafter provided. The Tenant shall have the right to terminate the lease one year from the commencement date and each year thereafter depending on the availability of the Tenant's Federal and State funding sources. The Tenant shall notify the Landlord in writing no less than thirty days prior to such date of its intention to terminate the remainder of the lease.

**ARTICLE IV
LANDLORD'S COVENANTS**

4. (A) LANDLORD'S COVENANTS DURING THE TERM:

Landlord covenants during the Term:

- (1) To pay all real estate taxes when due;
- (2) To provide maintenance for the exterior and interior of the Building and the common systems of the Building and the Lot and remove snow and ice from the Lot; and
- (3) Except as otherwise provided in this lease, to make such repairs to the roof, exterior and interior walls and common facilities of the Building and the Lot as may be necessary to keep them in good repair and condition.
- (4) To provide a telephone and data wiring system for the demised premises in accordance with the specifications noted in the Request for Proposals.
- (5) To provide and install directories at the main entrance of the Building. All signs, whether installed by Landlord as set forth hereunder, or installed by Tenant (with the prior approval of the Landlord) shall comply with exterior sign requirements of Town of Wellesley and will be the responsibility of the landlord.
- (6) To provide and pay for utilities (electricity and heating) used by Tenant in the demised premises. Landlord shall provide and pay for heating fuel during normal business hours which shall mean Monday through Friday 6:30 a.m. – 4:30 p.m. ("Tenant's Hours"). The electric system in the demised premises shall be capable of accommodating a local area network, several computers, printers, copiers, fax machines, and staff room amenities to be provided and installed by Tenant.
- (7) To provide reasonable and sufficient heat and air conditioning during Tenant's Hours. The HVAC system shall be maintained by Landlord and shall be as specified in the Request for Proposals.
- (8) To provide access to employees of Tenant in addition to the access provided during Tenant's Hours provided that Landlord may request or otherwise impose identification or other security procedures for said access.

(9) The landlord will indemnify the tenants and hold them harmless from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings, and expenses and costs in connection therewith including, without implied limitation, reasonable counsel's fees: (i) arising from the omission, fault, willful act, negligence or other misconduct of Landlord or anyone claiming under Landlord, or from any use made or thing done or occurring upon or about the demised premises but not due to the omission, fault, willful act, negligence or other misconduct of Tenant, or (ii) resulting from the failure of Landlord to perform and discharge its covenants and obligations under this lease.

(B) INSURANCE

The Landlord shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth below throughout the duration of this Lease and for at least one year after termination of this Lease:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement. Minimum Insurance Limits: \$1,000,000 per occurrence; \$3,000,000 aggregate.
- b. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- c. Umbrella Liability insurance in amounts not less than \$2,000,000, which shall be maintained for at least three (3) years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Tenant prior to the commencement of the Lease. All such policies and certificates shall be written through companies and in forms acceptable to the Tenant's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Tenant. In the event that any policy is cancelled or amended, the Landlord shall immediately provide notice to the Tenant and take all steps necessary to reinstate such policy to conform to the requirements of this Lease. The insurance provided under clause a and c, above, shall name the Tenant and such other parties as the Tenant shall require as "Additional Insured" parties. Insufficient insurance shall not release the Landlord from any liability for breach of its obligations under this Lease.

**ARTICLE V
RENT**

5. (A) FIXED RENT

(1) Tenant agrees to pay fixed monthly rent equal to 1/12th of the Fixed Rent, such rent to be paid in equal installments on the first day of July, 2015 and on the first day of each calendar month thereafter throughout the duration of the Term; and for any portion of a calendar month at the end of the Term, a portion of such fixed monthly rent, prorated on a per diem basis. All payments of fixed

rent shall be made in lawful money of the United States and shall be made to **XXXXXXX** and sent to Landlord c/o **XXXXXXXXXX**, or to such other person and/or at such other address as Landlord may from time to time designate.

(2) INSERT PAYMENT SCHEDULE HERE

ARTICLE VI TENANT'S COVENANTS

6. TENANT'S COVENANTS DURING THE TERM.

Tenant covenants during the Term and such other time as Tenant occupies any part of the demised premises:

(1) To pay when due (a) all Fixed Rent

(2) Except as otherwise provided in this Lease, to keep the demised premises in good order, repair and condition, reasonable wear only excepted; and at the expiration or termination of this lease peaceably to yield up the demised premises and all changes and additions therein in such order, repair and condition, first removing all goods and effects of Tenant and those claiming under Tenant and any items the removal of which is required by any agreement between Landlord and Tenant (or specified therein to be removed at Tenant's election and which Tenant elects to remove), and repairing all damage caused by such removal and restoring the demised premises and leaving them clean and neat.

(3) To use and occupy the demised premises only for the Permitted Use; and not to injure or deface the demised premises, Building, or Lot; and not to permit in the demised premises any auction sale, nuisance, or the emission from the demised premises of any objectionable noise or odor; nor any use thereof which is improper, offensive, contrary to law or ordinance or liable to invalidate or increase the premiums for any insurance on the Building (or any portion thereof) or its contents, or liable to render necessary any alteration or addition to the Building;

(4) INTENTIONALLY DELETED

(5) To keep the demised premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority and/or any insurance inspection or rating bureau having jurisdiction, and to procure all licenses and permits required because of any use made by Tenant and, if requested by Landlord, to do any work required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use;

(6) Not without the prior written consent of Landlord to assign, hypothecate, pledge or otherwise encumber this lease, to make any sublease or to permit occupancy of the demised premises or any part thereof by anyone other than Tenant voluntarily;

(7) To maintain public liability insurance upon the demised premises in amounts which shall, at the beginning of the term, be equal to at least \$1,000,000.00 inclusive for bodily injury or death to one or more individuals and for damage to property. Tenant shall deliver to Landlord the policies of such insurance, or certificates thereof at least fifteen (15) days prior to the Commencement

Date, and each renewal policy or certificate thereof, at least fifteen (15) days prior to the expiration of the policy it renews. Each such policy shall be written by a responsible insurance company authorized to do business in the Commonwealth of Massachusetts;

(8) To keep all employees working in the demised premises adequately covered by workmen's compensation insurance in amounts no less than that required by law, and to furnish Landlord with certificates thereof;

(9) To permit Landlord and its agents entry: to examine the demised premises at reasonable times and, if Landlord shall so elect, to make repairs, alterations and replacements; to remove, at Landlord's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing; and to show the demised premises to prospective tenants during the twelve (12) months preceding the expiration of the term of this lease and to prospective purchasers and mortgagees at all reasonable times;

(10) To pay promptly when due the entire cost of any work done on the demised premises by Tenant and those claiming under Tenant; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the demised premises; and immediately to discharge any such liens which may so attach;

(11) Not to make any exterior or structural alterations, improvements, changes or additions (nor any interior non-structural alterations, improvements, changes or additions which would affect any common utility or mechanical system in the Building) to the demised premises without Landlord's prior written consent.

ARTICLE VII DEFAULT

7. (A) EVENTS OF DEFAULT - TENANT

(1) If Tenant shall default in the payment of Fixed Rent, and if Tenant shall fail to cure said default within sixty (60) days after receipt of notice of said default from Landlord, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within sixty (60) days after receipt of notice of said default from Landlord (but if longer than sixty (60) days shall be reasonably required to cure said default, then if Tenant shall fail to commence the curing of such default within thirty (30) days after receipt of said notice and diligently prosecute the curing thereof to completion), or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make an assignment or its property for the benefit of creditors, or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's property, or (8) if Tenant shall vacate the demised premises, then in any of said cases, Landlord lawfully may terminate this lease and demand that Tenant vacate the premises. Termination of Lease due to unavailability of funding shall not be deemed default.

(B) EVENTS OF DEFAULT - LANDLORD

Each of the following is an “Event of Default” by Landlord: (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within thirty (30) days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such thirty (30) day period, if Landlord fails to commence such cure within said thirty (30) day period and thereafter to diligently pursue such cure to completion; (b) Any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on the date made.

Remedies of Tenant: Upon the occurrence of an Event of Default by Landlord, Tenant shall have the remedies described below under “Cure by Tenant”, if applicable, given the nature of the Event of Default, and Tenant has any other remedies available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that the Event of Default materially interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and Landlord fails to fully cure or eliminate the cause(s) of such Event of Default within thirty (30) days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant also has the right to terminate this Lease by giving Landlord a written Notice of Termination that Tenant must give at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, provided, however, that Landlord remains liable for any breach of Landlord’s obligations under this Lease occurring before the date of termination.

Cure by Tenant If Landlord fails to perform any obligation, agreement, or condition of Landlord under this Lease, including, but not limited to, failing to make any required repairs or to provide any Building services, and if such failure interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and if Landlord does not cure such failure within thirty (30) days after written notice from Tenant specifying the failure (or, for those failures that are incapable of being cured within such thirty (30) day period, if Landlord fails to commence such cure within said thirty (30) day period and thereafter fails to diligently pursue such cure to completion), Tenant, at Tenant’s sole option, and without waiving or limiting any claim for damages, at any time thereafter has the right to perform such obligation for Landlord, provided that Tenant has the right to cure any such failure before the expiration of the waiting period described above (but after notice to Landlord, including telephonic notice) if the curing of such failure before the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure Landlord’s failure to perform as aforesaid, such monies paid or obligations incurred are deemed paid or incurred on behalf of Landlord, and Tenant shall be entitled to set off such monies paid from rental payments due thereafter to the Landlord. In the event that such monies paid exceed any remaining rental payments due to Landlord, Landlord agrees to reimburse Tenant therefore or save Tenant harmless therefrom.

C. REMEDIES CUMULATIVE

Any and all rights and remedies of Landlord and Tenant under this Lease, at law, and in equity, are cumulative and are not to be deemed incompatible with each other and Landlord and Tenant each has the right to exercise any two or more such rights and remedies simultaneously, to the extent permitted by law.

**ARTICLE VIII
CASUALTY AND TAKING**

8. (A) CASUALTY AND TAKING

In case during the term of this lease all or any substantial part of the demised premises, the Building, or Lot or any one or more of them, are damaged by fire or any other casualty or by action of public or other authority or are taken by eminent domain, this lease shall terminate at Landlord's or Tenant's election, which may be made notwithstanding Landlord's or Tenant's entire interest may have been divested, by notice given to the other party within thirty (30) days after the occurrence of the event giving rise to the election to terminate. Said notice shall, in the case of damage as aforesaid, specify the effective date of termination which shall be not less than thirty (30) nor more than sixty (60) days after the date of notice of such termination. In the case of any such taking by eminent domain, the effective date of the termination shall be the day on which the taking authority shall take possession of the taken property. Fixed Rent and additional rent shall be apportioned and adjusted as of the elective date of any such termination. If in any such case the demised premises are rendered unfit for use and occupation and this lease is not so terminated, both parties shall use due diligence to put the demised premises, or, in the case of a taking, what may remain thereof (excluding any items which both parties may be required or permitted to remove from the demised premises at the expiration of the term of this lease) into proper condition for use and occupation, but both parties shall not be required to spend more than the net proceeds of insurance or award of damages it receives therefore, and a just proportion of the Fixed Rent and additional rent according to the nature and extent of the injury to the demised premises shall be abated until the demised premises or such remainder shall have been put by both parties in such condition; and in case of a taking which permanently reduces the area of the demised premises, a just proportion of the Fixed Rent shall be abated for the remainder of the Term.

**ARTICLE IX
MORTGAGEE**

9. (A) SUBORDINATION TO MORTGAGES

It is agreed that the rights and interest of Tenant under this lease shall be: (i) subject and subordinate to the lien of any present or future first mortgage and to any and all advances to be made there under, and to the interest thereon, upon the demised premises or any property of which the demised premises are a part, if the holder of such mortgage shall elect, by notice to Tenant, to subject and subordinate the rights and interest of Tenant under this lease to the lien of its mortgage; or (ii) prior to the lien of any present or future first mortgage, if the holder of such mortgage shall elect, by notice to Tenant, to give the rights and interest of Tenant under (this lease priority to the lien of its mortgage. It is understood and agreed that the holder of such mortgage may also elect, by notice to Tenant, to make some provisions hereof subject and subordinate to the lien of its mortgage while granting other provisions hereof priority to the lien of its mortgage. In the event of any of such elections, and upon notification by the holder of such mortgage to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage, irrespective of the time of execution or time of recording of any such mortgage. Tenant agrees that it will, upon request of Landlord, execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to evidence or to give notice of such subordination or priority. The word "mortgage" as used herein includes mortgages, deeds of trust or

other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. Whether the lien of any mortgage upon the demised premises or any property of which the demised premises are a part shall be superior or subordinate to this lease and the lien hereof, Tenant agrees that it will, upon request, attorney to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage. Tenant further agrees that it shall not subordinate its interest in this lease to the lien of any junior mortgage, security agreement or lease affecting the demised premises, unless the holder of the first mortgage upon the demised premises or property which includes the demised premises shall consent thereto.

(B) LIMITATION ON MORTGAGEE'S LIABILITY

Upon entry and taking possession of the mortgaged premises for any purpose, the holder of a mortgage shall have all rights and duties of Landlord.

**ARTICLE X
GENERAL PROVISIONS**

10. (A) CAPTIONS

The captions of the Articles are for convenience and are not to be considered in construing this lease.

(B) SHORT FORM LEASE

Upon request of either party both parties shall execute and deliver a short form of this lease in form appropriate for recording, and if this lease is terminated before the term of this lease expires, an instrument in such form acknowledging the date of termination. No such short form lease shall contain any indication of the amount of the rentals payable hereunder by Tenant.

(C) NOTICES

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, by mailing the same by Express Mail or by having the same delivered by a commercial delivery service such as Federal Express, UPS, and the like. If given to Tenant the same shall be directed to Tenant at Tenant's Address or to such other person or at such other address as Tenant may hereafter designate by notice to Landlord; and if given to Landlord the same shall be directed to Landlord at Landlord's Address, or to such other person or at such other address as Landlord may hereafter designate by notice to Tenant. In the event the notice directed as above provided shall not be received upon attempted delivery thereof to the proper address and shall be returned by the Postal Service or delivery service to the sender because of a refusal of receipt, the absence of a person to receive it, or otherwise, the time of the giving of such notice shall be the first business day on which delivery was so attempted.

(D) NO SURRENDER

The delivery of keys to any employee of Landlord or to Landlord's agent or any employee

thereof shall not operate as a termination of this lease or a surrender of the demised premises.

(E) BROKERS

Tenant hereby represents and warrants to Landlord that it has dealt with no broker in connection with this lease and there are no brokerage commissions or other finders' fees payable in connection herewith.

(F) HAZARDOUS MATERIALS

Landlord agrees that Landlord must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, or to migrate toward the Premises, provided, however, that this does not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance subject to the same provisions that are applicable to Tenant, or (ii) prohibit Landlord and Landlord's contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out Landlord's construction, repair, and maintenance obligations under this Lease, any of which constitutes a Hazardous Substance, provided that such use, including storage and disposal, by Landlord is in compliance with the manufacturers' instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.

Landlord must promptly take or cause others to take all actions that are necessary to assess, remove, and/or remediate each Hazardous Substance that is on, under, or migrating toward the Premises or Building (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance. Landlord must also take all actions required to prevent such Hazardous Substance from causing injury or damage to Tenant and Tenant's employees, agents, contractors, and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.

(G) APPLICABLE LAW AND CONSTRUCTION

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be valid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. If there be more than one tenant, the obligations imposed by this Lease upon Tenant shall be joint and several.

(H) AUTHORITY

Each person executing this Lease on behalf of a party does hereby covenant and warrant that (a) the party is qualified to do business in the Commonwealth of Massachusetts, (b) the party has full right and authority to enter into this Lease, and (c) each person signing on behalf of the party is authorized to do so.

**ARTICLE XI
SECURITY DEPOSIT**

- 11. NOT REQUIRED**

**ARTICLE XII
AVAILABILITY OF FUNDS**

- 12.** The obligations of the Tenant hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this Lease shall be terminated immediately without liability of the Tenant for damages, lost profits, penalties, or other charges arising from early termination.

**ARTICLE XIII
NON-DISCRIMINATION**

- 13.** The parties involved in this contract shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation, provided said orientation does not have as its object minor children.

**ARTICLE XIV
MODIFICATION**

- 14.** 14. In the event that any holder or prospective holder of any mortgage which includes the demised premises as part of the mortgaged premises, shall request any modification of any of the provisions of this lease, other than a provision directly related to the rents payable hereunder, the duration of the term hereof, or the size, use or location of the demised premises, Tenant agrees that Tenant will enter into an amendment of this lease containing each such modification so requested.

EXECUTED as a sealed instrument in two or more counterparts as of the day and year first above written.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, neither of whom incurs any personal liability as a result of such signature.

LANDLORD:

By: _____

Printed Name: _____

Title: _____

TENANT: Town of Wellesley

By: _____

Printed Name: Hans Larsen

Title: Executive Director of Government Services

By: _____

Barbara Searle
Chair, Board of Selectmen

By: _____

Town of Wellesley Attorney