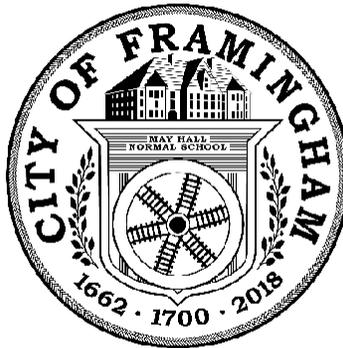


CITY OF FRAMINGHAM

REQUEST FOR PROPOSALS

LEASE FOR SCHOOL ADMINISTRATION

RFP # 6702



**CITY OF FRAMINGHAM
MEMORIAL BUILDING
ROOM 123
150 CONCORD ST
FRAMINGHAM, MA 01702**

City of Framingham, Massachusetts

Request for Proposals for Lease of Office Building Space

The Framingham Public School Department is seeking proposals for a lease for a period of up to five years for a minimum of approximately 25,000 square feet of modern, usable office space within an existing building for the School Departments Administrative Offices. Occupancy must commence no later than July 1, 2020. The specific property requirements are described in the RFP and is generally identified as an office building with adequate parking and the appropriate number of offices needed to house up to 100 staff.

The minimum 25,000 square feet of usable space does not include “common areas”.

Submission Requirements:

The proposal and 6 copies must be received no later than **10:00 A.M. on Friday, April 10, 2020** at which time proposals will be opened publicly pursuant to G.L. c. 30B, §16. Submissions must be addressed to:

City of Framingham
Jennifer Pratt, Chief Procurement Officer
Memorial Building
150 Concord Street, Room 123
Framingham, MA 01702

Submissions shall be submitted in an envelope clearly marked “**Response to Request for Proposals for Real Property – School Administration Building Lease**”.

If, at the time that Request for Proposals (RFPs) are due, the Memorial Building is closed due to uncontrollable events such as national or local disaster, fire, snow, ice, wind, or building evacuation, the due date will be postponed until 1:00 P.M. on the next normal business day. (The Mayor or her designee, or local, state and national safety officials are the *only* ones who may declare City Hall closed.) In that case, RFPs would be accepted until that date and time.

Questions

Any questions relative to this request for proposal must be submitted in writing to: Amy Putney, Procurement Administrator, City of Framingham, Memorial Building, 150 Concord Street, Room 123, Framingham, MA 01702; or e-mailed to: alp@framinghamma.gov, or no later than **10:00 a.m. on Monday, April 1, 2020**. Questions may be delivered, mailed, emailed. If the question is one that the City believes would materially affect the Purchase Description or the Evaluation Criteria, all persons who received a request for proposal will receive a copy of the written question and the City’s answer without identifying the source of the question.

Neither Ms. Putney nor any other employee or official of the City is authorized to give interpretations of any portion of the RFP or to give information as to the requirements of the RFP in addition to that contained in the RFP. Interpretations of the RFP or additional information as to its requirements, where

necessary, shall be communicated to Proposers by written addendum, which addendum shall be considered part of this RFP, including any changes or interpretations which may arise or be discussed at any pre-proposal conferences.

Modifications to Proposals

A Proposer may correct, modify, or withdraw a proposal by written notice received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. _." Each modification must be numbered in sequence, and must reference the original Request for Proposals.

Changes to the RFP

At any time, in its sole discretion, the City may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the Proposal Due Date, it will be provided to all parties to whom RFPs were provided. If an addendum is issued after proposals have been received, the addendum will be provided only to those parties whose proposals remain under consideration at such time.

Receipt of Proposals

Proposers will be responsible for complying with all state laws and regulations as they relate to responses to Request for Proposals.

Acceptance or Rejection of Proposals

The City will either accept a proposal, or reject all proposals within 60 days after the proposal opening date. The time for acceptance may be extended for up to 45 additional calendar days by mutual agreement between the City and the responsive and responsible Proposer offering the most advantageous proposal.

The City may cancel the Request for Proposals, or reject, in whole or in part, any and all proposals, if the City determines that the cancellation or rejection serves the best interests of the City.

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the City specifically stating the proposal is accepted or by execution of an agreement covering the subject matter of the RFP signed by authorized representatives of the City and the Proposer.

Rejection of a proposal shall be only by either (a) a notice in writing stating that the proposal is not accepted, signed by an authorized representative of the City and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the City to accept the proposal within 60 days after the Proposal Due Date.

Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The City may use such procedures that it deems appropriate to evaluate such proposals.

The City 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 City'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.

The City 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 City's request, unless a shorter or longer time is specified at the time of request.

The City may initiate contract negotiations with one or more Proposers. The option of whether or not to initiate contract negotiations rests solely with the City through a collaborative effort between the Mayor, Superintendent, City Solicitor, the School Committee and the City Council.

Proposal Preparation Costs

The City shall not be responsible for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Use of Terms

For the purposes of the RFP, any reference to "bid" shall mean "proposal"; and any reference to "Bidder" shall mean "Proposer."

No Obligation or Liability

No Proposer shall have any rights against the City arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The City makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the City shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the forgoing information, and that it shall not hold the City liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement, or promise, of the City, its directors, officers, agents, representatives or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required

by this RFP or Contract and the Proposer agrees that it shall not hold the City liable or responsible in any manner whatsoever.

TECHNICAL PROPOSAL

Proposal Prerequisites:

Only Proposers who can demonstrate that they comply with the following should submit proposals, as only proposals from such Proposers will be considered:

- The building must be located in Framingham, Massachusetts.
- The space to be leased comprises a minimum of 25,000 square feet of usable office space (not including common areas).
- A designated area to offload large deliveries.
- A paved parking lot comprised of a minimum of 100 parking spaces. Of those parking spots, there shall be an appropriate number of handicapped parking spaces provided with proper signage and comply with ADA regulations.
- The parking lot and walkways shall be well lit from dusk to dawn seven days per week year round.
- The building and space must be ADA compliant and comply with all applicable health, safety, electrical codes, building codes and fire codes.
- The building must offer electrical, data and voice receptacles as would be found in standard modern office space.
- The space should be fitted to accommodate approximately 100 staff members.
- The space shall offer no less than one large room that is suitable for conference use and be sized per occupancy code requirements to house a minimum of eighteen people at one sitting.
- The building space must have the required number of restrooms and be sized properly with the appropriate number of bathroom fixtures to accommodate use by seventy to one hundred people. The building space must also comply with all health, safety and applicable building, handicap and plumbing codes.
- The lease shall be for three years with the option, in the City's sole discretion, to extend the lease for two additional one year terms, for a total of five years. Year one of the lease shall begin July 1, 2020.

- The rental rate shall include the following and be level for the entirety of the proposal:
 - All utility and electric expenses.
 - 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.
 - 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.
 - The landlord will provide snow removal, maintenance of all parking areas and walkways. All paved areas shall be maintained in a safe and passable condition and shall not create any architectural barriers or limit access to the building entrances and exits.
 - The landlord will provide interior signage, including representation for the tenant on the lobby directory as well as the tenant suite entrances.
 - Tenant shall be provided with 24 hour per day, 7 day per week access to the leased space.
 - Although the tenant's normal hours of operation will be Monday through Friday from 8 am to 6 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.

Representatives of the City of Framingham 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.

In order to assist the School Department with its preparation, move into, and occupancy of the Premises, the owner shall provide the School Department with all information concerning the Building's structure, systems, utilities, equipment, and services reasonably required by the School Department.

The City 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 Proposer Prerequisites listed in this RFP,
- Proposals that are received after the submission deadline,
- Proposals in which proposer misrepresents the site or provides demonstrably false information.

Required Submittals

All proposals shall contain the following. Submittals shall be clearly labeled with the letter designation of each requirement, i.e. “a”, “b”, “c”, etc.

a. Letter of Transmittal

A Letter of Transmittal on the Proposer’s letterhead (if applicable), signed by a person having proper authority to submit proposals on behalf of the Proposer, summarizing the qualities of the site in meeting the requirements of this RFP. The letter shall identify all record owners named in the deed to the site. In all cases, information required for a single person is required for each person having a title interest in the site.

The Letter of Transmittal shall contain:

- (1) Name and address of the Proposer and an original signature of an authorized representative on behalf of the Proposer,
- (2) Name(s), title(s), telephone number and e-mail address of the individuals who are authorized to negotiate and execute the Purchase and Sale Agreement,
- (3) Name, title, telephone number and e-mail address of a contact person to whom the City can address questions or issues relating to this RFP,
- (4) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership, a statement of the names and residences of its principal officers;

If an individual, a statement of residence;

If a joint venture, information on each of the parties is consistent with the information required above.

b. Proposer Responsibility

A statement indicating whether there are any anticipated or pending lawsuits or any litigation within the past five (5) years or bankruptcy filings within the past ten (10) years against the Proposer and if so describing them, shall be provided.

The City may request additional information from selected Proposers during evaluation, including, but not limited to the Proposer’s banking institution, chief banking representative, and Federal Employer ID number.

c. Executive Summary

The Proposer shall submit a summary presenting the major features of the site and special factors of the site that meet the requirements of this RFP. The summary must include:

- i. A description of any buildings or structures on the site, the availability of utilities, soil, and site topography.
- ii. A statement of whether there is any known presence of site hazards such as lead, asbestos, underground fuel tanks, or environmental contamination of any kind, including any past or present releases of oil and/or hazardous materials under state or federal law.
- iii. A statement of the zoning district in which the site is located, as well as the amount and location of frontage on any public way.
- iv. A list of all encumbrances of record, including easements and other restrictions, as well as any encumbrances not of record, including covenants or other agreements affecting use of the site. The information requested in this section includes any planned or actual activity and use limitations (AUL) under G.L. c. 21E and 310 CMR 40.000 or institutional controls under applicable federal environmental laws.
- v. Street address and assessor's identification numbers.
- vi. All other relevant information to address the minimum proposal requirements and comparative evaluation criteria.

d. Property Information

Each proposal shall include a copy of the current deed to the site, as well as photographs of the site sufficient to identify its topographical features.

e. Required Forms

- Non-Collusion
- Affirmative Action & Equal Employment Opportunity
- Attestation of Tax Compliance
- Disclosure of Beneficial Interest in Real Property Transaction

All forms listed in this section must be signed and enclosed or the RFP will be rejected.

f. Site Visit

Representatives of the City of Framingham may conduct a site visit and building walk through at its discretion. Any proposer whose site meets the minimum requirements shall cooperate with the City to grant access to the site for this purpose prior to award of a lease.

PRICE PROPOSAL

The Proposer shall insert its prices for all items in the Proposal Price Sheet attached hereto. **Rent is required to be level for the entirety of the lease proposal. Any proposal including a price escalator will be rejected. Proposers should take this into consideration in proposing prices.**

EVALUATION CRITERIA

The following criteria, in addition to a site visit/walk through, will be used in evaluating the Proposals:

1. **Minimum Criteria.** Submittals that do not meet the “Submission Requirements” or “Proposal Prerequisites” above shall be considered unacceptable.
2. **Comparative Criteria.** The relative technical merits of each submittal will be evaluated using Comparative Criteria of highly advantageous, advantageous, not advantageous, and unacceptable.

A rating of highly advantageous, advantageous or not advantageous will be assigned to responses that meet the following additional criteria.

A. MODERN FACILITY

The City will rate highly existing buildings that have well maintained and welcoming entrances, common areas, elevators and other public space in addition to the items below.

B. PARKING

Parking Lot Quality: The City will rate highly buildings with well-marked parking spaces within close proximity to the building; well-maintained including snow removal as well as sand/salt to deal with winter conditions; equipped with a proper drainage system so that there will be no standing water or puddling on the paved surfaces; and maintained and repaired in order to provide a smooth surface free of major cracks, potholes, or trip hazards.

Parking Spaces: The City will rate as “highly advantageous” a building or buildings with at least 150 parking spaces in the aggregate. The City will rate as “advantageous” a building or buildings with at least 100 parking spaces in the aggregate.

C. OFF LOADING DELIVERIES

Loading area: The City will rate as “highly advantageous” buildings that offer an elevated loading dock, the City will rate as “advantageous” buildings that offer a designated loading zone.

D. LOCATION

Relative Location: The City will rate as “highly advantageous” a proposal for one building. If two or more buildings are proposed, the City will rate as “advantageous” buildings that are adjacent to each other and “not advantageous” buildings that are within ¼ mile of each other.

E. CONFERENCE ROOMS

The City will rate as “highly advantageous” buildings with conference room space that exceeds the minimum requirements and provides modern technology and conveniences.

F. RESTROOMS

The City will rate as “highly advantageous” buildings with clean and modern restrooms that exceed the minimum requirements.

G. INTERIOR FINISHES

The City will rate as “highly advantageous” buildings with interior finishes including walls, ceilings, floors, carpet, doors, trim, cabinetry, counters, hardware, etc. that are well maintained and free from defects such as rips, tears or excessive wear and that will be well maintained by the landlord throughout the term of the lease.

H. ENVIRONMENTAL ISSUES

The City will rate as “highly advantageous” sites with no history of environmental issues. Decreased ratings in this area will be given for sites with (1) environmental issues that have been resolved with unrestricted use of the site (the City will rate as “advantageous”), (2) environmental issues that have been resolved with one or more restrictions on use of the site (the City will rate as “not advantageous”), and (3) sites with open environmental cases with a state or federal agency (the City will rate as “unacceptable”).

RULE FOR AWARD

The City will select the responsive and responsible Proposer submitting the most advantageous proposal taking into consideration the criteria listed above.

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.

Any lease awarded as a result of this RFP is subject to the approval of the Mayor pursuant to the Framingham Home Rule Charter, and the approval of the City Council pursuant to G.L. c. 40, § 14, including approval of any necessary appropriation. The City Council also intends to seek a vote recommending the City enter into the lease from the School Committee.

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 City through negotiations that includes the Mayor, Superintendent, City Solicitor, the School Committee and the City Council.

Do not complete or return the Lease with the proposal.

RFP NO. _____
LEASE FOR SCHOOL DEPARTMENT OFFICES
DO NOT EXECUTE THIS LEASE

This Lease for School Department Offices ("Lease") is made this [_____] by and between [_____] a, [_____] corporation authorized to do business in Massachusetts with a usual place of (business at, [_____] (hereinafter called "LESSOR" or "LANDLORD") which expression shall include successors and assigns where the context so admits) and the CITY OF FRAMINGHAM, a municipal corporation with an address of 150 Concord Street, Framingham, MA 01702 acting by and through its Mayor, (hereinafter called "LESSEE" or "TENANT" which expression shall include successors, executors, administrators, and assigns where the context so admits).

In consideration of the covenants herein contained, and LESSEE hereby leases from LESSOR the premises hereinafter described, to have and to hold and to quietly enjoy from the Lease Commencement Date until the Lease Termination Date (the "Lease Term") as hereinafter specified, subject to the terms and conditions hereinafter set forth:

I. SUMMARY OF LEASE PROVISIONS:

- a. The leased premises ("Premises" or "Leased Premises" or "demised Premises") is located at, [_____] and is shown on Lease Exhibit A attached hereto and made a part hereof (hereinafter the "Leased Premises").
- b. The Leased Premises contains approximately [_____] at [_____] (hereinafter the "Total Floor Area of the Leased Premises").
 - a. Parking Spaces: [_____],
 - b. Permitted Uses: Office
- c. Lease Term: [_____] commencing on the Lease Commencement Date and expiring, [_____] ("Initial Term") together with the extension option as set forth in Section 36 herein.
- d. Lease Commencement Date: [_____]. Lessee shall have early access to the space at least two weeks prior, without triggering Lease Commencement or rent, for the purpose of preparing the Premises for occupancy including the installation of furniture, fixtures and equipment (FF&E).
- e. Lease Termination Date: [_____] unless sooner terminated as herein provided.
- f. Annual Fixed Rent for the Lease Term: [_____] Dollars (\$, [_____] .00) per annum, which rent includes the cost of [TBD] for the Leased Premises.

- g. Lease Year: As used in this Lease, "Lease Year" shall mean a period of twelve (12) calendar months, with the first Lease Year to commence upon the Lease Commencement Date and end upon the anniversary thereof, and with successive Lease Years continuing for twelve (12) month intervals thereafter, until the Lease Termination Date.
- h. Rent Commencement Date: The Rent Commencement Date shall be the later to occur of the (i) Lease Commencement Date or (ii) the occupancy of the Leased Premises by the LESSEE.

2. LEASE TERM. The Lease Term shall commence on the Lease Commencement Date, unless such date is advanced or extended as herein provided and shall continue until the Lease Termination Date. Notwithstanding the above, and except as provided for in paragraph 26, the LESSEE shall not occupy the Leased Premises until the later to occur of (i) Lease Commencement Date.

3. ANNUAL RENT LESSEE shall pay to LESSOR, without any offset or deduction whatever except as made in accordance with the provisions of this Lease, the Annual Fixed Rent as specified in Article I above in monthly installments as follows:

Annual rent of [_____] Dollars (\$, [_____]), payable in equal monthly installments of [_____] Dollars (\$ [_____]).

Above installments to be payable in advance on the first day of each calendar month, the first monthly payment to be made upon the Rent Commencement Date, including payment in advance of appropriate fractions of a monthly payment for any portion of a month at the Rent Commencement Date. All payments are to be made to, [_____], or at such other place as LESSOR shall from time to time in writing designate.

4. USE OF PREMISES. LESSEE shall use the Leased Premises only for the purpose specified in Article 1 and for no other purpose.

5. LATE PAYMENT. LESSEE shall pay interest (which shall be considered additional rent) at an annual rate which shall be the lesser of four (4) percent or the maximum rate allowed by law, from the date due, for any installment of Annual Fixed Rent which is not received by LESSOR within 7 days of due date.

6. UTILITIES. LESSOR shall provide equipment as presently existing and installed to heat and cool the Leased Premises in season at temperatures customarily maintained in similar buildings used for general office space, without consideration of any special furniture, equipment or uses installed or operated by LESSEE. Electricity will be furnished by LESSOR for building and Leased Premises and for use in common area lighting and other normal common area purposes. No plumbing, construction or electrical work of any type shall be done without LESSOR's prior written approval which shall not be unreasonably withheld and the appropriate State, Municipal and other permits and inspectors' approval. Water and sewer for domestic type sanitary purposes shall be supplied by LESSOR to the common area lavatories and Leased Premises. The HVAC will be functional 7 days a week, 24 hours a day, but will be reduced by not more than 10 degrees, plus or minus, outside normal business hours which are from 8:00 a.m. to 6:00 p.m. Monday through Friday, and from 8:00 a.m. to 1:00 p.m. Saturday. [**After hours maintenance TBD**].

7. COMPLIANCE WITH LAWS. LESSEE acknowledges that no trade, occupation, or activity shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy

or offensive, or contrary to any statute, regulation, or ordinance in force in the city in which the Leased Premises are situated. LESSEE shall keep all employees working in the Leased Premises covered with Worker's Compensation Insurance in accordance with law. LESSEE shall be responsible for causing any work conducted in the Leased Premises to be in full compliance with the Occupational Safety and Health Act of 1970 and any amendments thereof.

8. INSURANCE. LESSOR shall provide evidence of insurance coverages for fire and business interruption insurance for the property in which the demises Premises are located prior to the execution of this Lease and annually thereafter. LESSEE shall not permit any use of the Leased Premises which will adversely affect, increase the premium of, or make voidable, any insurance on the Property or on any building or portion of the Property or the contents thereof, or which shall be contrary to any law or regulation from time to time established by the Insurance Services Office (or successor), local Fire Department, or any similar body.

9. MAINTENANCE OF PREMISES. LESSOR shall be responsible for all structural maintenance of the Leased Premises and other portions of the Property as necessary to maintain tenantable conditions, and for the normal maintenance within and upon said areas of all heating and cooling equipment, doors, locks, plumbing, electrical wiring, landscaping, snow removal, fluorescent light bulbs used in lighting provided by LESSOR, window glass, and janitorial services including regular cleaning on Monday, Wednesday and Friday of the Leased Premises. LESSOR shall not be responsible for any maintenance of equipment or alterations provided by or installed by LESSEE, nor shall LESSOR be responsible for any damage caused by the careless, malicious, willful, or negligent acts of LESSEE or its servants, agents, customers, contractors, employees, invitees, visitors or licensees. LESSEE agrees to maintain at its expense all aspects of the Leased Premises in the same condition as they are at the commencement of the Lease Term or as they may be put in during the Lease Term, normal wear and tear and damage by fire or other casualty only excepted. LESSEE will properly control or vent all solvents, degreasers, etc. and shall not cause the area surrounding the Leased Premises to be in anything other than a neat and clean condition, depositing all waste in appropriate receptacles. LESSEE shall be solely responsible for any damage to plumbing equipment, sanitary lines, or any other portion of the Property which results from the improper discharge or improper use of any material or substance by LESSEE. LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste, and will not keep animals within the Leased Premises. Any increase in air conditioning equipment or electrical capacity, or mechanical maintenance or operating expense which is necessitated by some specific aspect of LESSEE's use of the Leased Premises shall be at LESSEE's expense. All maintenance provided by LESSOR shall be during LESSOR's normal weekday business hours.

10. ALTERATIONS. LESSEE shall not make structural alterations or additions of any kind to the Leased Premises, but may make nonstructural alterations provided LESSOR consents thereto in advance in writing, which consent shall not be unreasonably withheld provided said alterations are consistent in appearance and quality with the rest of the Building and Property. However, LESSOR shall not be obligated to approve any such alterations which would subject LESSOR to additional expense to readapt or prepare the Leased Premises for re-leasing upon the termination of this Lease or which would increase the Operating Expenses or Real Estate Tax Expenses of the Property. All such allowed alterations shall be at LESSEE's sole risk and expense, shall conform with LESSOR's construction specifications, shall be performed in good and workmanlike manner, and shall comply with all applicable codes and regulations. If LESSOR performs any services for LESSEE in connection with such alterations or otherwise, any just invoice will be considered additional rent and will be promptly paid. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises in connection with work of any character performed at the direction of LESSEE and shall cause any such lien to be released or removed without cost to LESSOR within ten (10) days of written request by LESSOR. Any alterations or improvements shall become part of the real estate and the property of LESSOR. LESSEE shall remove any alteration or addition made by it and restore the

Leased Premises and other affected area(s), if any, to the same condition as they were in on the Lease Commencement Date upon the expiration or termination of this Lease if LESSOR so directs, unless prior written approval for the alterations was granted by LESSOR. Any alterations completed by LESSOR shall be "building standard" unless noted otherwise. LESSOR shall have the right at any time to change the arrangement and layout of parking areas, stairs, walkways, common areas and other areas of the Property not contained within the Leased Premises, to install, repair, replace, remove, use, maintain and relocate for service to the Leased Premises and to other parts of the Property, pipes, ducts, conduits, wires and appurtenant fixtures wherever located inside or outside of the Building and the Property, to change the boundaries of the lot upon which the Building is located, to construct additions to existing buildings on the Property, and to construct additional buildings and improvements on the Property, LESSOR hereby agreeing that any such alterations shall not unreasonably reduce LESSEE's access to the Leased Premises or unreasonably inconvenience the operation of LESSEE's business on the Leased Premises or LESSEE's employees or invitees.

11. ASSIGNMENT OR SUBLEASING. LESSEE shall not assign, mortgage, pledge, hypothecate or otherwise transfer this Lease or sublet (which term, without limitation, shall include granting of concessions, licenses, and the like) or allow any other firm or individual to occupy the whole or any part of the Leased Premises or suffer or permit this Lease or the leasehold estate hereby created or any other rights arising under this Lease to be assigned, transferred, or encumbered, in whole or in part, whether voluntarily, involuntarily, or by operation of law, without the prior written consent of the LESSOR, which consent may be withheld for any reason in LESSOR's sole discretion. Notwithstanding the above, LESSEE may assign or sublet the Leased Premises to any person or entity for use as a professional office upon the prior written consent of LESSOR, which consent shall not be unreasonably withheld. In the event of any intent to assign this Lease or sublet any portion or all of the Leased Premises, LESSEE shall notify LESSOR in writing of LESSEE's intent and the proposed effective date of such subletting or assignment, and shall request in such notification that LESSOR consent thereto, provided that LESSOR may terminate this LEASE in the case of a proposed assignment, or suspend this Lease for the period and with respect to the space involved in the case of a proposed subletting, by giving written notice of termination or suspension to LESSEE, with such termination or suspension to be effective as of the effective date of such assignment or subletting. LESSEE will reimburse LESSOR, as additional rent, for reasonable legal and other expenses incurred by LESSOR in connection with any request by LESSEE for consent to assignment or subletting. In the event that the fixed rental to be paid by any sublessee, assignee or transferee of LESSEE shall exceed the Annual Fixed Rent as set forth in Article 3 herein payable by LESSEE to LESSOR, or in the event that any sublessee, assignee or transferee shall pay to LESSEE a sum of money in consideration for such sublease, assignment or transfer, then LESSEE shall pay to LESSOR, as additional rent, a sum equal to fifty (50) percent of the amount by which the fixed rent payable by such sublessee, assignee or transferee exceeds the Annual Fixed Rent payable under Article 3 herein or an amount equal to such sum of money. No assignment or subletting and no consent of LESSOR thereto shall affect the continuing primary liability of LESSEE (which, following assignment, shall be joint and several with the assignee) for the payment of all rent and for the full performance of the covenants and conditions of this Lease. No consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance, and no assignment shall be binding upon LESSOR or any of LESSOR's mortgagees, unless LESSEE shall deliver to LESSOR an instrument in recordable form which contains a covenant of assumption by the assignee running to LESSOR and all persons claiming by, through or under LESSOR, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge assignee from its liability as a lessee for the payment of all rent and for the full performance of the covenants and conditions of this Lease, nor shall execution of such instrument of assumption affect the continuing primary liability of LESSEE for the payment of all rent and for the full performance of the covenants and conditions of this Lease. Notwithstanding anything contained herein to the contrary, LESSEE may assign this Lease or sublet the Leased Premises to any Parent, affiliate or subsidiary company of LESSEE without the need to obtain LESSOR'S consent so long as LESSEE remains primarily liable on the Lease and so long as LESSEE provides LESSOR fifteen (15) days written notice prior to such assignment or subletting.

Affiliate shall include any entity which directly or indirectly controls LESSEE or is a successor to LESSEE by name, merger, consolidation or other operation of law or any entity to whom all or substantially all of the assets of LESSEE are conveyed.

12. SUBORDINATION. LESSEE agrees at the request of LESSOR to subordinate this Lease to any first mortgage or other security interest hereafter created covering the Leased Premises or any portion of the Leased Premises and to any renewal, modification, replacement or extension or any existing first mortgage, or any mortgage or security interest hereinafter created and to any and all advances made or to be made thereunder or to any ground Lease of the Property or the Building, provided that the mortgagee or holder of such security interest or ground Lessor agrees for itself and its successors and assigns in with the LESSEE that so long as LESSEE shall not be in default under this Lease, the mortgagee or other holder of such security interest or ground LESSOR and its successors and assigns will not disturb the peaceful quiet enjoyment of the Leased Premises by the LESSEE. LESSEE also agrees that if this Lease is so subordinated, no entry under any mortgage or sale for the purpose of foreclosing the same or entry for termination of any ground Lease shall be regarded as an eviction of LESSEE, constructive or otherwise, or give LESSEE any right to terminate this Lease, whether it attorns or becomes LESSEE of the mortgagee or new owner, and such mortgage, or security interest to which this Lease shall become subordinated may contain such other terms, provisions and conditions as are usual and customary. LESSEE agrees that it will, within ten (10) days of receipt of written request of the LESSOR, execute and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination in such forms as may be required by such mortgagee or other holder of such security interest or ground Lessor, and LESSOR shall deliver a Non- Disturbance Agreement executed by such mortgagee or other holder of such security interest or ground lessor to LESSEE within 30 days thereafter.

13. ESTOPPEL CERTIFICATES. Upon ten (10) days prior written request by LESSOR or LESSEE, the other party agrees to execute and deliver an estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the Annual Fixed Rent, additional rent and other charges have been paid through and any other information reasonably requested. Any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser, mortgagee or lending source.

14. LESSOR'S ACCESS. LESSOR or agents of LESSOR may upon at least 24 hours advance notice at reasonable times enter to view the Leased Premises and may, after providing notice to LESSEE, remove at LESSEE's expense any signs, alterations or additions not approved and constructed or installed as herein provided, may make such repairs and alterations as LESSOR may deem necessary to avert an emergency, may make any repairs which LESSEE is required but has failed to do, and may show the Leased Premises to others. LESSOR agrees to use its good faith efforts to avoid interfering with LESSEE's use of the Leased Premises in carrying out the activities permitted by this Paragraph 17.

15. SNOW REMOVAL. The plowing of snow from all common roadways, accessways and unobstructed parking and loading areas, and the clearing of snow from common walkways sufficient to provide access to the Leased Premises, shall be performed by LESSOR or its agents.

16. ACCESS AND PARKING. [TBD].

17. LESSEE'S LIABILITY INSURANCE. LESSEE will secure and carry at its own expense a comprehensive general liability policy insuring LESSEE and LESSOR against any claims based on bodily injury (including death) or property damage arising out of the condition of the Leased Premises or their use by LESSEE, such policy to insure LESSEE and LESSOR against any claim up to

One Million Dollars per occurrence for injury or death to one person, Three Million Dollars) for injury or death to more than one person in the same accident, and One Million Dollars for damage to property. Such limits shall be subject to increase from time to time during the Lease Term. The amount of such insurance shall not limit LESSEE's liability nor relieve LESSEE of any obligation hereunder.

Upon the commencement of the Lease Term LESSEE will promptly file with LESSOR certificates reasonably satisfactory to LESSOR showing that such insurance is in force, accompanied by evidence of the payment of the premium for the policy, and thereafter will file renewal certificates at least thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled nor materially changed without at least ten (10) days prior written notice to each assured named therein. LESSEE may, at LESSEE's cost, maintain such other liability insurance as LESSEE may deem necessary to protect it.

LESSEE shall assume exclusive control of the Leased Premises, and all tort liabilities incident to the control or ownership thereof, and to the extent permitted by law agrees to indemnify and hold the LESSOR harmless from any and all liability, penalties, losses, damages, costs and expenses, causes of action, claims or judgments or encumbrances created or suffered by the LESSEE, and from any and all liability, penalties, losses, damages, costs and expenses, causes of action, claims, or judgements arising from injury to persons or property of any nature on the Leased Premises or the Property, occasioned by any acts or omissions of the LESSEE or of its employees, agents, invitees, visitors, callers, servants, subtenants, or independent contractors, and arising out of the use or occupation of said Leased Premises by LESSEE from any neglect or misuse on the Leased Premises or by any reason of nuisance made or suffered on the Leased Premises by LESSEE excluding in all cases, loss or damage due to LESSOR's acts or omissions and also against all legal costs and charges, including counsel fees, reasonably incurred in and about such matters and the defense of any action arising out of the same, or in discharging the Leased Premises or any part thereof from any and all liens that may be placed thereon from charges incurred by LESSEE, except as caused by LESSOR's negligence. If LESSOR intervenes in or becomes a party to any such action or actions growing out of this Lease to protect its rights, then the LESSEE shall pay LESSOR's reasonable attorneys' fees in such action or actions. LESSOR agrees to carry, at its own expense, liability insurance covering injuries or damage to persons or property arising out of LESSOR's negligence on or about the Leased Premises.

18. WAIVER OF SUBROGATION. Any casualty and liability insurance carried by LESSEE or LESSOR with respect to the Leased Premises, the Property, or occurrences thereon shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by such insurance containing such anti-subrogation clause or endorsement to the extent of the indemnification received thereunder.

19. FIRE CASUALTY EMINENT DOMAIN. Should a substantial portion of the Leased Premises be substantially damaged by fire or other casualty, or if substantial damage as a result of fire or casualty to the Leased Premises or the property where the Leased Premises are located or taking by eminent domain, shall deprive LESSEE of access or use of the Leased Premises, this Lease shall terminate at LESSEE's election by written notice given to LESSOR within sixty (60) days after occurrence of the event giving rise to the election to terminate which notice shall specify the effective date of termination. Should a substantial portion of the Leased Premises, or of the Property, be substantially damaged by fire or other casualty, or by action of public or other authority in consequence thereof, or be taken by eminent domain, or should LESSOR receive compensable damage by reason of anything lawfully done in pursuance of public or other authority, this Lease shall terminate at LESSOR's election, which may be made notwithstanding LESSOR's entire interest may have been divested, by notice given to LESSEE within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination.

The effective date of any termination by LESSOR or LESSEE under this Article shall be not less than fifteen (15) nor more than thirty (30) days after the date of such notice of termination. For the purpose of this Article, damage or taking shall be considered substantial if the time needed for LESSOR to perform repairs and/or construction necessary to put the Leased Premises or such remainder in proper condition for use and occupation is estimated by LESSOR to exceed two (2) months, or if more than thirty (30) percent of the non-wetlands land area of the Property, or if more than ten (10) percent of the Building, or if more than ten (10) percent of the Leased Premises are so taken

If in any such case the Leased Premises are rendered unfit for use and occupation and the Lease is not so terminated, LESSOR shall use due diligence to put the Leased Premises, or in case of taking what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required to remove), into proper condition for use and occupation and a just proportion of the Annual Fixed Rent and any additional rent according to the nature and extent of the injury shall be abated until the Leased Premises or such remainder shall have been put by LESSOR in such condition and in case of a taking which permanently reduces the area of the Leased Premises, a just proportion of the Annual Fixed Rent and additional rent shall be abated for the remainder of the Lease Term.

LESSOR reserves to itself any and all rights to receive awards made for damages to the Leased Premises and the Property and the leasehold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. LESSEE hereby releases and assigns to LESSOR all of LESSEE's rights to such awards, and covenants to deliver such further assignments and assurances thereof as LESSOR may from time to time request. It is agreed and understood, however, that LESSOR does not reserve to itself, and LESSEE does not assign to LESSOR, any damages payable for (i) movable trade fixtures installed by LESSEE or anybody claiming under LESSEE at its own expense or fixtures or items the removal of which is required or permitted by any agreement given pursuant the Lease, or (ii) relocation expenses recoverable by LESSEE from such authority in a separate action.

20. INTERRUPTIONS. LESSOR shall not be liable to LESSEE for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from power and other utility losses, shortages or malfunctions, the necessity of LESSOR's entering the Leased Premises for any of the purposes in this Lease authorized, or for repairing the Leased Premises or any other portion of the Property however the necessity may occur unless due to LESSOR's gross negligence or malfeasance. In case LESSOR is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on LESSOR's part, by reason of any and all causes reasonably beyond LESSOR's control, LESSOR shall not be liable to LESSEE therefor, nor shall the same give rise to a claim in LESSEE's favor that such failure constitutes actual or constructive, total or partial, eviction from the Leased Premises. LESSOR reserves the right to stop any service or utility system, when necessary by reason of accident or emergency, or until necessary repairs have been completed, provided, however, that in each instance of stoppage, LESSOR shall exercise reasonable diligence to eliminate the cause thereof.

21. BROKERAGE. [TBD].

22. SIGNS. LESSEE may display signs on the Leased Premises including one (1) at the building entrance and one (1) at the entrance of the leased premises. LESSEE shall however, first obtain the written consent of LESSOR, which consent shall not be unreasonable withheld and any approvals required under applicable by-laws or regulations, before erecting such sign on the Property, and shall obtain written as to size, content, appearance and location of all authorized signs.

23. DEFAULT BANKRUPTCY AND ACCELERATION OF RENT. In the event that: (a) LESSEE files a petition for adjudication as a bankrupt or shall be declared bankrupt or insolvent

according to law, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against LESSEE and is not dismissed within sixty (60) days thereafter, or if any assignment shall be made of LESSEE's property for the benefit of creditors; or (b) LESSEE shall default in the observance or performance of any of LESSEE's covenants, agreements, or obligations hereunder, other than substantial monetary payments as provided below, and such default shall not be corrected with thirty (30) days after written notice thereof; then LESSOR shall have the right thereafter, while such default continues, and without demand or further notice to re-enter and take complete possession of the Leased Premises, or declare the term of this Lease ended, and to remove LESSEE's effects, without being guilty of any manner of trespass, and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of covenant. In addition to the foregoing, if LESSEE shall default in the payment of Annual Fixed Rent, taxes, or additional rent, and such default shall continue for fifteen (15) days after written notice thereof, and, because both parties agree that nonpayment of said sums when due is a considerable and significant breach of the Lease, and, because the payment of rent in monthly installments is for the sole benefit and convenience of LESSEE, then, if Landlord elects to terminate this Lease, the net present value of the entire balance of rent over and above the net present value of the Fair Market Rental Value of the Leased Premises for the balance of the term shall, at the option of LESSOR, become immediately due and payable, and, in addition, LESSOR shall have all other rights of LESSOR, as set forth in this Article, for a default by LESSEE.

LESSOR, without being under any obligation to do so and without thereby waiving any default, may remedy same for the account and at the expense of LESSEE. If LESSOR pays or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred and costs, shall be paid to LESSOR by LESSEE as additional rent. Any sums received by LESSOR shall be applied first to offset any outstanding invoice or other payment due to Lessor, with the balance applied to outstanding rent. Notwithstanding the foregoing, LESSEE agrees to pay reasonable attorney's fees incurred by LESSOR in enforcing any or all obligations of LESSEE under this Lease at any time. LESSOR agrees to use good faith efforts to re-let the Leased Premises in the event of a termination of the Lease pursuant to this Paragraph 26.

Any and all rights and remedies which LESSOR may have under this Lease, at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

24. NO ACCORD AND SATISFACTION. No acceptance by LESSOR of a lesser sum than the Annual Fixed Rent and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

25. NOTICES. Any notice from LESSOR to LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if delivered to LESSEE by certified mail, return receipt requested, postage prepaid, addressed to LESSEE at the as set forth below. Any notice from LESSEE to LESSOR relating to the Leased Premises, the occupancy thereof, or this Lease shall be deemed duly served if delivered to LESSOR by certified mail, return receipt requested, postage prepaid, addressed to LESSOR as follows or at such other address as LESSOR or LESSEE may from time to time in writing designate.

As to LESSOR	As to LESSEE
	City of Framingham 150 Concord Street Framingham, MA 01702 Attn.: Mayor Telephone: (508) 626-9117 Email:

Notice shall also be sent certified mail, return receipt requested, postage prepaid, addressed to the Framingham School Department, at 73 Mt. Wayte Street, Framingham, MA 01702 and at 454 Water Street, Framingham, MA 01702.

With copies to:

As to LESSOR	As to LESSEE
	Christopher J. Petrini, City Solicitor 372 Union Avenue Framingham, MA 01702 Telephone: (508) 665-4310 Email: Petrini etrinilaw.com

26. OCCUPANCY.

Except as provided for herein, LESSEE shall not occupy the Leased Premises until Lease Commencement in the event that LESSEE takes possession of Leased Premises prior to the Lease Commencement Date, LESSEE will perform and observe all of LESSEE's covenants from the date upon which LESSEE takes possession.

In the event that LESSEE continues to occupy or control the Leased Premises for a period of more than one month after the Lease termination date, LESSEE's control or occupancy of all or any part of the Leased Premises beyond midnight on the last day of any monthly rental period shall constitute LESSEE's occupancy for an entire additional month.

27. FIRE PREVENTION.

LESSEE agrees to use every reasonable precaution against fire and LESSOR agrees that the Leased Premises (upon delivery to LESSEE) and the Building shall comply with the local Fire Marshall's requirements for approved, labeled fire extinguishers and emergency lighting equipment.

28. OUTSIDE AREA. Except for permitted parking, no goods, equipment, or things of any type or description shall be held or stored outside the Leased Premises at any time without express written approval from LESSOR. Any goods, equipment or things left outside the Leased Premises

without LESSOR's prior written consent shall be deemed abandoned and may be removed after 24 hours' notice by LESSOR. LESSEE agrees to pay upon written notice all reasonable charges, as additional rent, associated with said removal.

29. ENVIRONMENT. LESSEE will so conduct and operate the Leased Premises as not to interfere in any way with the use and enjoyment of other portions of the same or neighboring buildings by others by reason of odors, smells, noise, vibration, pets, accumulation of garbage or trash, vermin or other pests, or otherwise, and will at its expense employ a professional pest control service if necessary. LESSEE agrees to maintain efficient and effective devices for preventing damage to heating equipment from harmful solvents, degreasers, cutting oils, etc. which may be used within the Leased Premises. No hazardous wastes or chemical wastes of any sort shall be used, generated, stored, disposed of, or allowed to remain within the Leased Premises or the Property at any time, except in compliance with applicable laws and regulations and LESSEE shall be solely responsible for any and all corrosion or other damage associated with the improper use, generation, storage, disposal and control of same by LESSEE.

30. RESPONSIBILITY. LESSOR shall not be held liable to anyone for loss or damage caused in any way by the use, leakage, seepage or escape of water from any source, or for the cessation of any service rendered customarily to the Property, or agreed to by the terms of this Lease, due to any accident, to the making of repairs, alterations or improvements, to labor shortages or disputes, weather conditions, or mechanical breakdowns, to trouble or scarcity in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the Property, or to any cause beyond LESSOR's reasonable control.

31. SURRENDER. LESSEE shall at the expiration or other termination of this Lease remove all of LESSEE's goods and effects from the Leased Premises. LESSEE shall deliver to LESSOR the Leased Premises and all keys, access control cards, locks, and other fixtures and equipment connected therewith, and all alterations, additions and improvements made to or upon the Leased Premises, including but not limited to any offices, partitions, floor coverings, window shades and blinds, plumbing and plumbing fixtures, air conditioning equipment and duct work of any type, exhaust fans or heaters, water coolers, burglar alarms, telephone wiring, telephone equipment (excluding telephone handsets and switching equipment), wooden or metal shelving which has been bolted, welded or otherwise attached to the Building, air or gas distribution piping, compressors, overhead cranes, hoists, trolleys or conveyors, counters or signs attached to walls or floors, and all electrical work, including but not limited to lighting fixtures of any type, wiring, conduit, EMT, distribution panels, bus ducts, raceways, outlets and disconnects, unless otherwise directed by LESSOR in writing. Anything to the contrary notwithstanding LESSOR shall not request that LESSEE remove any improvements from the Leased Premises which were installed as part of LESSOR's original improvements delivered with the Leased Premises at the commencement of this Lease. LESSEE shall deliver the Leased Premises broom clean and in the same condition as they were at commencement of the Lease Term, or as they were put in during the Lease Term, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of LESSEE's failure to remove any of LESSEE's property from the Leased Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any such property at LESSEE's expense, or to retain same under LESSOR's control, or to sell at public or private sale (with notice), any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property which shall be conclusively deemed to have been abandoned. In no case shall the Leased Premises be deemed surrendered to LESSOR until the expiration date provided herein or such other date as may be specified in a written agreement between the parties and attached hereto.

32. LEGAL. In case LESSOR shall be made party to any litigation commenced by or against LESSEE or by or against any parties in possession of the Leased Premises or any party thereof

claiming under LESSEE, LESSEE shall pay, as additional rent, all costs, including without limitation reasonable counsel fees incurred by or imposed upon LESSOR in connection with such litigation, and shall also pay, as additional rent, all such reasonable costs and fees incurred by LESSOR in connection with the enforcement by LESSOR of any obligations of LESSEE under this Lease. LESSEE shall defend, with counsel approved by LESSOR, save harmless and indemnify to the fullest extent permitted by law LESSOR from any liability or injury, loss, accident or damage to any person or property, and from any claims, actions, proceedings and reasonable expenses and costs in connection therewith (including without limitation reasonable counsel fees) (i) arising from the omission, fault, willful act, negligence or other misconduct of LESSEE on the Leased Premises not due to the omission, fault, willful act, negligence or other misconduct of LESSOR or (ii) resulting from the failure of LESSEE to perform and discharge its covenants and obligations under this Lease. Notwithstanding the foregoing and unless prohibited by applicable law, in the event of any litigation between LESSOR and LESSEE, the prevailing party by court order, decree or judgment shall be reimbursed by the other party for its reasonable legal fees and costs incurred in such litigation.

33. GENERAL

- (a) The invalidity or unenforceability of any provision of this Lease shall not affect or render invalid or unenforceable any other provision hereof.
- (b) The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that LESSOR shall be liable only for obligations occurring before the beginning of the Lease Term, or thereafter while owner of the Leased Premises.
- (c) If LESSOR is acting under any trust or corporation the obligations of LESSOR shall be binding upon the trust, estate or corporation, but not upon any trustee, officer, corporate officer, shareholder, or beneficiary of the trust or corporation individually.
- (d) This Lease is made and delivered in the Commonwealth of Massachusetts, and shall be interpreted, construed, and enforced in accordance with the laws thereof.
- (e) This Lease was the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between said parties. No other oral or written representation shall have any effect hereon, and this agreement may not be altered, extended or amended except by written agreement attached hereto or as otherwise provided herein.
- (f) LESSOR warrants and represents that the demised premises are suitable for the LESSEE's Permitted Use and represents that the Leased Premises conform to building laws and regulations applicable to the Leased Premises as of the execution of the Lease.
- (g) If LESSOR does not deliver possession of the Leased Premises as herein provided, LESSOR shall be liable for any damages to LESSEE for such failure. LESSOR shall use reasonable efforts to obtain possession for LESSEE on or before the Lease Commencement Date, as it may be extended pursuant to the provisions of this Lease.
- (h) The submission of this Lease to LESSEE does not constitute a reservation of or option for the Leased Premises, or an offer to lease, it being expressly understood and agreed as between LESSEE and LESSOR that this Lease shall not bind either party in any manner whatsoever until it has been executed by both parties.

(i) LESSOR shall have the right to issue to lessees including LESSEE, and from time to time to revise, reasonable written rules and regulations pertaining to the Property, and LESSEE shall upon receipt of said rules and regulations, and any revision(s) thereof, abide by same.

34. WAIVERS ETC. No consent of waiver, express or implied, by LESSOR, to or of any breach of any covenant, condition or duty of LESSEE shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If LESSEE is several persons or a partnership LESSEE's obligations are joint and several. Unless repugnant to the context, "LESSOR" and "LESSEE" mean the person or persons, natural or corporate, named above as "LESSOR and as LESSEE respectively, and their respective heirs, executors, administrators, successors and assigns. "

35. ADDITIONAL PROVISIONS. [TBD].

(a) Extension Options. Provided LESSEE is not in default hereunder, the LESSEE shall have the option, exercisable by written notice from LESSEE to LESSOR given not less than 30 days prior to the end of the Initial Term, to extend the term of this Lease for up to an additional [TBD] ("Extension") on all of the terms and conditions of this Lease except that the Annual Fixed Rent will be at market price to be mutually agreed upon by the LESSOR and LESSEE.

IN WITNESS WHEREOF, LESSOR AND LESSEE have hereunto set their hands and common seals and intend to be legally bound hereby this day [TBD].

Attestation of Tax Compliance

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.

*Signature of Individual or

Corporate Name (**Mandatory**)

By: _____

Corporate Officer

(**Mandatory**)

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing and tax payment obligations. Providers who fail to correct their non-filing or delinquency status **will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C.62c, Sec.49A.

**Social Security Number or Federal
Identification Number

(**Mandatory**)

Date: _____

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 other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of Person Signing Bid)

(Company)

Affirmative Action & Equal Employment Opportunity Requirements

Section 1 - AFFIRMATIVE ACTION REQUIREMENTS

Bidders are advised of the requirements of the following City By-law, which was adopted at the Special Framingham City Meeting of December 8, 1971 and approved by the Attorney General on March 14, 1972.

Section 2 – No City agency shall enter into any contract for the purchase of goods or services for the construction, maintenance, renovation or repair of any building, structure, street, way, utility or other public works with any contractor which does not take affirmative action to provide equal employment for all qualified persons without regard to race, color, religion, sex or national origin

Section 3 - Each bidder and contractor shall include with all bids and all compliance and progress reports submitted to any City agency or a report, which shall include:

A certificate stating that he is currently in compliance with the provisions of the Massachusetts General Laws, Chapter 151 governing non discrimination in employment and setting forth the affirmative action he is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin. A copy of any such report shall be filed in the office of the City Clerk and shall upon filing become a public record.

Section 4 - Every City Agency shall include in every contract hereinafter entered into the purchase of goods or services or for the construction, maintenance, renovation services or repair of any buildings, structure, street, way utility or other public works the following provisions:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will take affirmative action to ensure that employees are solicited and employed and that the employees are treated during employment without regard to race, color, religion, sex or national origin.
- b. The contractor will in all solicitation or advertisements for employees placed by on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor and subcontractors will include the provisions of subsections (a) and (b) above in every subcontract or purchase order.

Section 5 - As used in this section, affirmative action means positive steps to ensure all qualified persons equal employment without regard to race, color, religion, sex or national origin at all stages of the employment process, recruitment, selection, placement, promotion, training, layoff and termination. It may include, but not limited to the following:

- Inclusion in all solicitation and advertisements for employees of a statement that the contractor is an "Equal Opportunity Employer."
- Placement of solicitation and advertisements for employees in media that reaches minority groups.
- Notification in writing of all recruitment sources that the contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin.
- Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist in recruitment efforts.

- Participation in or establishment of apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups.
- Modification or collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin.

Section 6 - The Human Relations Commission shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a City contractor, subcontractor, or supplier. Findings and determinations on such investigations, together with the records and recommendations, shall be reported by the Human Relations Commission to the Board of Selectmen and the contracting agency concerned. The Human Relations Commission shall cooperate with the Board of Selectmen and with each contracting agency by providing assistance in reviewing affirmative action plans, and to contractors seeking qualified minority group employees, and shall itself seek such employees.

Section 7 - The provision of this section shall not apply to any contract for less than \$5,000 or to bidders and contractors employing fewer than six persons provided that where the contract is for less than \$5,000 but not less than \$2,000, any City agency may apply the provision of this section to any contract, bidder, or contractor.

EQUAL EMPLOYMENT OPPORTUNITY

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Reference Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and Section 112 of Public Law 92-65.

Form EDA-503. The Recipient and all Contractors, subcontractors, suppliers, lessees and other parties directly participating in the Recipient's project agree that during and in connection with the associated agreement relating to the Federally assisted program.

(1) They will comply, to the extent applicable, as Contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and will not thereby discriminate against any person on the grounds of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or accommodations which they offer to the public, and in any of their other business operations, (2) they will provide information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (3) their non-compliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Recipient whereby said agreements may be canceled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.

Executive Order 11246, 30 Fed. Reg. 12319 (1965) (Equal Opportunity Clause)

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the applicants, are employed, and that employees are treated during employment, without

regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, record, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Each Contractor and subcontractor of federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO-1 on Standard Form 100) annually on March 31. Forms and instructions are available at the EDA Regional Office.
- g. In the event of the Contractor' noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed (and remedies involved) as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

1. Exemptions to Above Equal Opportunity Clause (4) CFR Chap.60):

- (1) Contracts and subcontracts not exceeding \$10,000 (other than government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance, shall govern in determining the applicability of this exemption.
- (2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- (3) Contracts and subcontracts not exceeding \$100,000 for standard commercial supplies or raw materials are exempt.

OTHER PROHIBITED INTEREST

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interest personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

City of Framingham, Massachusetts

Date _____

To: City of Framingham, Massachusetts:

I have read the Affirmative Action Requirements and Equal Employment Opportunity as adopted by Framingham on December 8, 1971 and approved by the Massachusetts Attorney General on March 14, 1972 and agree to affirmatively implement all practices necessary to comply with said requirements.

A copy of a portion of the By-law is attached as part of the proposal specifications.

Signed _____
 Name Title

Company _____

PROPOSAL PRICE SHEET

To the City of Framingham:

The undersigned represents and warrants that the Proposer has full and complete authority to submit the following price proposal and enter into a Lease with the City of Framingham.

Date: _____

Name of Bidder: _____

Business Street Address: _____

City, State and Zip Code: _____

Phone: (____) _____ **Fax:** (____) _____

E-Mail: _____

(*)Authorized Written Signature: _____

Printed Name: _____

Title: _____

TOTAL SQUARE FEET _____

ANNUAL RENT \$ _____

(Amount Written in Words) _____

Rent is required to be level for the entirety of the lease proposal. Any proposal including an escalator will be rejected. Proposers should take this into consideration in proposing prices.