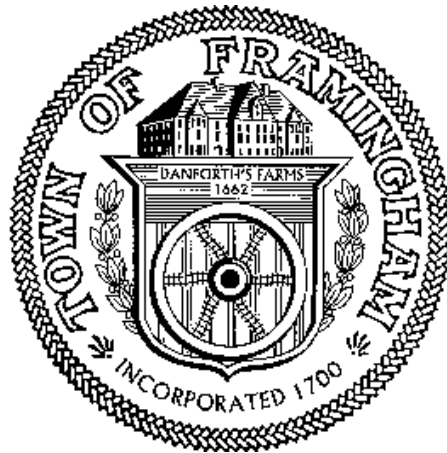


CITY OF FRAMINGHAM

REQUEST FOR PROPOSALS

LEASE FOR SCHOOL ADMINISTRATION

RFP #6637



**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 of approximately 20,000 square feet of modern, usable office space within an existing building for the School Departments Administrative Offices. Occupancy must commence no later than January 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 20,000-24,000 square feet of useable space does not include “common areas”.

Submission Requirements:

The proposal and 6 copies must be received no later than **10:00 A.M. on Wednesday October 2, 2019** 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 City Manager or his 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 Thursday September 19, 2019**. 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 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.

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 space to be leased comprises a total of 20,000 – 24,000 square feet of usable office space (not including common areas). The space must consist of one building.

A paved parking lot comprised of a minimum of 80 parking spaces. Of those parking spots, there shall be appropriate number of handicapped parking spaces provided with proper signage and comply with ADA regulations.

- The parking lot and walkways shall be well lighted 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, building and fire codes.
- The space should be fitted with a minimum of 45 offices.
- 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 a three to five year term beginning January 1, 2020.
- The rental rate shall include the following:
 - 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 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 School Department 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 provide 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 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 assessors 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 School Department may conduct a site visit and building walk through at its discretion. Any proposer whose site meets the minimum requirements shall cooperate with the School Department 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.

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 advantageous or highly 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. LOCATION

Location in City: The City will rate as “highly advantageous” buildings that are within one mile of McCarthy Elementary School. The City will rate as “advantageous” buildings that are within one mile of Framingham High School.

Relative Location: The City will rate as “highly advantageous” a proposal for one building. If two buildings are proposed, the City will rate as “advantageous” buildings that are adjacent to each other and “less advantageous” buildings that are within ¼ mile of each other.

D. OFFICE SPACE

The City will rate highly buildings which offer electrical, data and voice receptacles as would be found in standard modern office space and per all applicable building, electrical and fire codes.

E. WALKWAYS

The City will rate highly buildings with adequate walkways, well delineated leading from the parking lot(s) to the building and be in compliance with all applicable handicap and building codes. A proposal will be rated “highly advantageous” if the walkways are well lighted from dawn to dusk seven days a week year round.

F. CONFERENCE ROOMS

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

G. RESTROOMS

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

H. INTERIOR FINISHES

The City will rate highly 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 shall be well maintained by the landlord throughout the term of the lease.

I. SECURITY SYSTEM

The City will rate highly buildings that provide a security system that will permit access to the leased space 24 hours per day, 7 days per week.

J. 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”).

K. DURATION

The City will rate as “highly advantageous” a proposal for a 5 year lease term. The City will rate as “advantageous” a proposal for a lease term of at least 4 years but less than 5 years. The City will rate as “less advantageous” a proposal for a lease term of at least 3 years but less than 4 years.

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 approval of the School Committee and the Board of Selectmen.

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.

Do not complete or return the Lease with the proposal.

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**)

**Social Security Number or Federal
Identification Number

(**Mandatory**)

Date: _____

*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.

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 the City of 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 City 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: _____

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.

**RENTAL OF OFFICE SPACE
LEASE AGREEMENT**

This Lease is granted this _____ day of _____ 2019, by _____ (hereinafter "Landlord"). The Landlord makes available for lease a portion of the premises located at _____ for lease to the CITY of Framingham, Massachusetts, a Massachusetts Municipal Corporation with its principal place of business at 150 Concord Street, Framingham, MA 01702, acting by and through the Mayor (hereinafter referred to as the "Tenant").

WHEREAS, the Landlord is the owner of certain real property located at _____, Framingham, MA, (hereinafter referred to as the Premises), and

WHEREAS, the Landlord desires to lease a portion of the Premises to the Tenant for the purposes set forth in the Request for Proposals issued by the Tenant, attached hereto as **Exhibit A** and incorporated by reference herein, and upon the provisions set forth in Landlord's Proposal, attached hereto as **Exhibit B** and incorporated by reference herein, and

WHEREAS, the Tenant desires to lease a portion of the Premises for the purposes and for the term, at the rental and upon the provisions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

§1. TERM: This lease shall be for a term of _____ years beginning on the day of issuance indicated above and ending on the ____ day of _____, _____. 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.

§2. RENTAL: Unless terminated by either party as hereinafter described, TENANT agrees to pay the LANDLORD as rent for the Premises the sum of \$_____. Said rent shall be paid in twelve equal monthly installments. The initial payment shall be due upon the commencement date of the Lease. The TENANT shall make all payments of Rent to the LANDLORD by check, payable to the LANDLORD and addressed to the LANDLORD at the address set forth on the first page hereof, unless the TENANT is notified in writing of another address.

2.1. Intentionally omitted.

2.2. During the term of this Lease, TENANT shall have the non-exclusive use in common with the LANDLORD, other tenants of the Premises, their guests and invites, of the non-reserved common automobile parking areas, driveways, and footways. A minimum of __ parking spaces shall be available for TENANT'S use at all times.

§ 3. UTILITIES AND CUSTODIAL COSTS: LANDLORD shall pay all charges for water, sewer, gas, electricity, telephone, custodial services and other services and utilities used by TENANT on the Premises during the term of this Lease.

§ 4. HOLDING OVER: In the event that TENANT shall hold over and continue to use the Premises with the consent of the LANDLORD following the expiration of the term of this lease, that holding over shall be deemed to be from month to month only, and upon all the same terms, fees, covenants and conditions as contained herein.

§5. PURPOSES: The Premises hereinbefore described and detailed in the attached exhibit(s) shall be used for the purpose as described in the LANDLORD's response to the TENANT's RFP.

5.1. It is understood by both parties that the TENANT'S obligations hereunder are contingent upon its obtaining all of the certificates, permits and other approvals that may be required by any local, state and federal authorities. The LANDLORD shall cooperate with TENANT in its effort to obtain such approvals.

5.2. In the event that any such applications should be rejected, or any certificate, permit, or approval issued to TENANT is terminated, by government authority, and the TENANT in its sole discretion determines that it will be unable to use the Premises for its intended purposes, TENANT shall have the right to terminate this Lease.

5.3. Notice of TENANT's exercise of its right to terminate shall be given to the LANDLORD by notice as provided in §13 herein, shall be effective thirty (30) days thereafter, and this lease shall become null and void and the parties shall have no further obligations, including the payment of money, to each other.

§6. TAXES: LANDLORD shall be responsible for all property taxes associated with the Premises.

§7. REPAIRS & MAINTENANCE: TENANT represents that TENANT has inspected and examined the Premises and accepts them in their present condition, and agrees that, except as otherwise provided, the LANDLORD shall not be required to make any improvements or repairs upon the Premises or any part of them, except that nothing herein shall prevent the LANDLORD from making said repairs or improvements at its own option.

7.1. LANDLORD shall maintain the roof, structural elements, exterior walls, stairways, elevators, if any, and other common areas to which TENANT has access, and the common systems and equipment of the Property, excluding those portions of such systems which are located within and serve exclusively the Premises, in at least the same condition as on the Commencement Date, and will maintain the interior common areas serving the Premises in a reasonably clean and orderly condition and the exterior walkways, if any, serving the Premises, reasonably free of ice and snow.

7.2. LANDLORD shall not make any substantial alterations or improvements to the Premises without prior approval by the TENANT.

7.3. Upon the expiration of this lease, or at any sooner termination, the TENANT will quit and surrender its use of the Premises peaceably and in as good order and condition as the Premises were at the commencement of the term or extension, reasonable wear, tear and damage by casualty and eminent domain excepted. TENANT further agrees to leave the Premises free from all nuisance and dangerous and defective conditions.

7.4. The LANDLORD is not aware of any releases or threats of releases of hazardous materials on the Premises. LANDLORD shall not cause any hazardous materials or toxic wastes, hazardous or toxic substances or hazardous or toxic materials to be used, generated, stored or disposed of on, under or about the Premises.

7.5. TENANT shall have access to the 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 TENANT with its preparation, move into, and occupancy of the Premises, the LANDLORD shall provide the TENANT with all information concerning the Building's structure, systems, utilities, equipment, and services reasonably required by the TENANT.

§8. ASSIGNMENT AND SUBLEASE: TENANT may assign this Lease with prior consent of the LANDLORD, provided said assignee will assume, recognize and become responsible to the LANDLORD for the performance of all of the terms and conditions to be performed by TENANT under this Lease. Consent as to assignment shall be unreasonably withheld by the LANDLORD. TENANT may sublet out portions of the Premises for other municipal activities.

§9. INSURANCE: During the term of this Lease, the parties shall procure and maintain, or cause to be procured and maintained, policies of insurance for the benefit of such parties, in the amounts, and in the manner and form set forth in this Section. The parties shall furnish to each other certificates evidencing each such insurance coverage prior to the execution of this Lease and providing that the insurer shall give the parties written notice at least thirty (30) days in advance of any termination, expiration or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the term of, and pursuant to the terms of this Lease. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the parties agree that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the other party of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of either party to any such kinds and amounts of insurance coverage.

9.1. TENANT'S INSURANCE

9.1.1. General Liability Insurance: A Comprehensive General Liability policy on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$1,000,000.00.

9.1.2. Property Insurance: A Commercial Property policy covering the building and improvements thereon, in an amount equal to at least one hundred percent (100%) of the replacement cost of such property.

9.1.3. Worker's Compensation Insurance: The Tenant is self-insured for Workers' Compensation Insurance and shall furnish a letter from its insurance administrator confirming that it maintains the amount of coverage required by law.

9.2 LANDLORD'S INSURANCE

9.2.1. LANDLORD shall carry fire and extended coverage insurance on the building.

§ 10. LIABILITY: To the fullest extent permitted by law, LANDLORD agrees to indemnify and hold the TENANT harmless against any and all liabilities, losses, costs, forfeitures, or damages, and all out-of-pocket expenses, including reasonable legal fees and court costs

(collectively, "Liabilities"), actually incurred, suffered, or sustained by, or sought to be imposed on, the TENANT in connection with the Premises arising out of events occurring during the term of this Lease. LANDLORD shall defend any lawsuits with regard to claims for such Liabilities, and shall pay any judgments which result from the lawsuits. "Lawsuits" include arbitration proceedings, administrative proceedings, and all other governmental or quasi-governmental proceedings. The obligations of the LANDLORD under this Section arising by reason of any such occurrence taking place during the term of this Lease shall survive any termination of this Lease.

§11. TERMINATION: Upon termination of this lease, TENANT shall, at its own expense and within thirty (30) days, remove any and all of its personal property hereinbefore referenced whether affixed or not, and agrees to restore the Premises consistent with the provisions of §5.1 of this lease. If said property is not removed within said thirty (30) days and such failure continues for an additional 30 days after LANDLORD's notice thereof to TENANT, then it shall become the property of the LANDLORD. Any structures constructed during the term of this lease shall remain and become the property of the LANDLORD on the effective date of any termination of this lease.

§ 12. DEFAULT

12.1. **BY TENANT DUE TO BANKRUPTCY/INSOLVENCY:** In the event the TENANT shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer TENANT'S business or affairs, neither this lease nor any interest here shall become an asset of such trustee or receiver, and in the event of the appointment of such trustee or receiver, this lease shall immediately terminate and end.

12.2. LANDLORD DEFAULTS:

12.2.1 Events of Default. Failure by Landlord to observe any of its obligations under this Lease, or a breach of any warranty or representation by Landlord, will constitute a default (a "Landlord Default") only if such failure continues for a period of thirty days (and such additional time as may be reasonably necessary for Landlord to remedy such failure) after Landlord receives notice of such failure from Tenant, setting forth in reasonable detail the nature and extent of Landlord's failure and identifying the provisions of this Lease alleged to have been violated.

12.2.2 Tenant's Remedies. If a Landlord Default occurs and such Landlord Default directly affects and materially impairs Tenant's use and enjoyment of the Premises for the Permitted Uses, Tenant may terminate this lease upon written notice to Landlord.

§13. NOTICES: Any notices that are required here, or which either LANDLORD or TENANT may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when mailed or when delivered by any means which provides for a return receipt, addressed to the responsible parties named at the addresses first written above.

13.1 The responsible parties to receive any notices under this lease are _____, for the LANDLORD, and the _____, for the TENANT.

§14. Intentionally omitted.

§15. MISCELLANEOUS PROVISIONS:

15.1 The LANDLORD covenants that TENANT, on paying the rents and performing the covenants herein, shall peaceably and quietly have, hold and enjoy that portion of the Premises governed by this lease.

15.2 The LANDLORD covenants that the LANDLORD is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this lease. The LANDLORD further covenants that there are no liens, judgments or impediments of title on the Premises which would interfere with TENANT's intended use and enjoyment of the Premises, other than those on record.

15.3 In the event TENANT fails to comply with any of the provisions of this lease or to perform any of its obligations hereunder the LANDLORD shall give TENANT written notice of such breach. TENANT shall have thirty (30) days after receipt of such written notice from the LANDLORD to cure such breach (or such longer period of time not to exceed an additional thirty (30) days as is reasonably necessary to cure such failure provided the TENANT commences the cure within such thirty (30) day period and thereafter diligently prosecutes the cure to completion.)

15.4 This lease contains all the agreements, promises and understandings between the LANDLORD and TENANT and no oral agreements, promises or understandings shall be binding upon either the LANDLORD or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this lease shall be void and ineffective unless made in writing and signed by the parties hereto.

15.5 This lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

15.6 This lease shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD, and, to the extent allowed under the Massachusetts General Laws to the successors and assigns of the TENANT.

§16. SEVERABILITY: If any of the provisions of this Lease or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

§17. LEASE STATUS: (a) Either party shall, at any time upon fifteen (15) days' prior written notice from the other, execute, acknowledge, and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to timely deliver such a statement shall be conclusive as a self-operative statement from the party from whom requested that (i) this Lease is in full force and effect (without modification except as may be properly represented by the requesting party), (ii) there are no uncured defaults in the requesting party's performance, and (iii) no more than one month's rent has been paid in advance.

§18. COUNTERPARTS: This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

§19. RECORDABLE FORM: LANDLORD and TENANT each agree to execute a Notice of Lease in recordable form.

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

LANDLORD:

BY:

TITLE:

WITNESS:

TENANT: CITY OF FRAMINGHAM

BY ITS BOARD OF SELECTMEN

WITNESS:

APPROVED AS TO FORM:

Christopher J. Petrini
City Counsel

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