

**JULY 2016**

**TOWN OF WESTFORD  
REQUEST FOR PROPOSALS  
FOR THE  
ACQUISITION BY LEASE OF REAL PROPERTY  
TO BE USED FOR THE  
TOWN PARKS, GROUNDS,  
RECREATION & CEMETERY DEPARTMENTS'  
OFFICE AND PROGRAMMING SPACE**



**Town Manager's Office  
Town of Westford  
55 Main Street  
Westford, MA 01886**

**PROPOSAL SUBMITTAL DEADLINE:**

**FRIDAY, JULY 1, 2016 AT 11:00 A.M.**

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**NOTICE OF TOWN OF WESTFORD REQUEST FOR PROPOSALS  
FOR THE ACQUISITION BY LEASE OF REAL PROPERTY TO BE USED FOR THE  
TOWN PARKS, GROUNDS, RECREATION & CEMETERY DEPARTMENTS'  
OFFICE AND PROGRAMMING SPACE**

The town of Westford, by and through its Board of Selectmen, issues this Request for Proposals (RFP) to lease real property to be used for the Parks, Grounds, Recreation and Cemetery Departments. Sealed proposals will be received at the office of the Town Manager, until July 1<sup>th</sup>, 2016 at 11:00 a.m. for the following:

The purpose of this RFP is to acquire by lease a facility in the town of Westford consisting of approximately 4,500 net usable square feet, with associated adequate parking and lighting, to be used as office space and program space for the Westford Parks, Grounds, Recreation and Cemetery Departments. The town would also be interested in the opportunity to expand the space in the future.

Request for Proposal documents may be obtained during regular business hours, Monday – Friday, 8:00AM – 4:00PM, beginning on **May 23, 2016**, at:

Office of the Town Manager  
55 Main Street  
Westford, MA 01886  
Telephone No: (978)-692-5501  
Email: [procurement@westfordma.gov](mailto:procurement@westfordma.gov)

The town reserves the right to reject any and all proposals, wholly or in part, and to accept proposals only in the best interest of the town. The town reserves the right to waive minor informalities. The Board of Selectmen is the awarding authority, and any contract will be subject to Town Meeting approval to enter in a lease and appropriation.

**REQUEST FOR PROPOSALS  
FOR THE ACQUISITION BY LEASE OF REAL PROPERTY TO BE USED FOR THE  
TOWN PARKS, GROUNDS, RECREATION & CEMETERY DEPARTMENTS'  
OFFICE AND PROGRAMMING SPACE**

**I. INTRODUCTION**

In accordance with M.G.L. c.30B the requirements of which are incorporated herein, the Town of Westford (hereinafter “the town”), seeks to lease real property to be used as office space and programming space for the town Parks, Grounds, Recreation and Cemetery Departments. Currently, the Parks, Grounds, Recreation and Cemetery Departments function out of 39 Town Farm Road. The town is seeking a building that is available as soon as possible and in move-in condition for office and program use.

Request for Proposal (RFP) documents may be obtained at:

Office of the Town Manager  
Town of Westford  
55 Main Street  
Westford, MA 01886  
Telephone No: (978)-692-5501  
Email: [procurement@westfordma.gov](mailto:procurement@westfordma.gov)

**Submission of Proposals:** Interested parties are invited to deliver six (6) copies of proposals to the Office of Town Manager at the above address, no later than July 1, 2016 at 11:00 a.m. Four (4) of the copies shall be printed and bound, one (1) copy shall be printed and unbound, and one (1) copy should be delivered electronically in a thumb-drive or e-mail (to [procurement@westfordma.gov](mailto:procurement@westfordma.gov)). All proposals shall be sealed and addressed to the Office of the Town Manager, at the above address, and shall be marked:

**TOWN OF WESTFORD – LEASE OF RECREATION OFFICE AND PROGRAM  
SPACE PROPOSAL BY (“*INSERT NAME OF PROPOSER*”)**

The town reserves the right to amend this RFP at any time, prior to the deadline for submission of proposals, to reject any and all proposals received, and to re-advertise for new proposals if determined to be in the best interest of the town. It is the intent of the town to seek Town Meeting approval to lease the property and, therefore, any action will be contingent on receiving such approval, and associated appropriation. The town reserves the right to waive minor informalities.

All questions regarding the meaning or intent of this RFP shall be directed electronically to the Office of Town Manager, at the following email: [procurement@westfordma.gov](mailto:procurement@westfordma.gov). Questions must be submitted prior to June 20, 2016. Written clarifications or interpretations, if provided, will be issued by Addenda to all parties in receipt of RFP. Oral and other clarifications or interpretations will be without legal effect.

Each proposal in response to this RFP must be prepared at the time, cost, and expense of the Proposer, and with the express understanding that the town of Westford will not pay for the cost or expense of its preparation, subsequent negotiations or other activities prior to or following the designation of the selected proposal.

The town of Westford makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of the RFP, including information that is available upon request. This information is provided subject to errors, omissions, additional changes in and different interpretations of laws and regulations. The town reserves the right to seek additional information or revised proposals from respondents at any time prior to selection through written notice to all respondents.

The town also reserves the right to reject any proposal if it finds cause to believe that it has received from a Proposer any false or misleading information or misrepresentation in connection with a proposal. The town reserves the right to select the proposal offering the greatest advantage to the town, according to its interpretation of the evaluation criteria as set forth herein, as determined at its sole discretion, and may select a Proposer other than the one offering the lowest leasing price to the town.

All proposals and related documents submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, G.L. Chapter 66, Section 10 and to Chapter 4, Section 7, subsection 26, regarding public access to such documents. Statements or endorsements made by a proposer that are inconsistent with those statutes will be disregarded.

All proposals shall remain valid and in effect for at least one hundred and twenty (120) days, Saturdays, Sundays and legal holidays excluded.

## **II. DESCRIPTION OF PROPERTY TO BE LEASED / SPECIFICATIONS**

The property must be located in the Town of Westford and shall consist of approximately 4,500 net usable square feet, associated adequate parking and lighting. The leased space will serve as the office location for the Parks, Grounds, Recreation and Cemetery Departments. Program space will be used for crew training and recreation activities not limited to fitness.

A proposal must offer the town the option to lease the property for at a minimum of 1 year, with flexibility to extend to 3, 5 or 10 years, and may provide for lease extensions at the tenant's option. The town is seeking to occupy the property as soon as possible.

The range of approximate space needs are shown below:

- a) Office space approximately 2,000 square feet (sf)
- b) Crew (rowing machines), equipment, and open program space approximately 2,500 sf with a minimum ceiling height of 10 feet

Special Requirements: The building should provide the following special requirements:

- a) Compliance with the Americans with Disabilities Act (ADA)
- b) Bathrooms
- c) Adjacent, on-site parking with a minimum of 30 spaces
- d) Adequate power for computers, copiers and large format printers
- e) Broadband access and existing telephone infrastructure
- f) Preferably the building be accessible to allow the extension of the town fiber optic network via utility poles or underground optic

There must be no encumbrances on the property that will interfere with the town's intended use. If there are any electrical, right-of-way privileges or other easements granted over or under the property they must be clearly stated on the Information Form or an attachment thereto. Such easements or right-of-way privileges cannot interfere with access to or use of the property for the town's intended purpose.

All information pertaining to the site, structure, finish, and space as well as the proposed cost and term shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the request for proposals in order to be considered responsive. Any proposal, which does not respond to each issue in the request for proposals, may be rejected as non-responsive. The proposals shall be evaluated by a designated task force, and shall be ranked by evaluating the submission requirements, comparative evaluation criteria, and price as stated in Section IV. The Board of Selectmen is the awarding authority for the contract.

### **III. PROPOSAL SUBMISSION REQUIREMENTS**

In addition to addressing each of the items listed in the section titled "Description of Property to be Leased / Specifications" and "Evaluation Criteria", the Proposer must submit as part of its proposal, the following items:

- Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Proposer, stating that the offer is effective and firm for at least one hundred twenty (120) calendar days from the deadline for the submission of proposals. The letter shall contain a statement agreeing to all terms and conditions outlined in this RFP, together with a statement identifying terms and conditions about which the Proposer may wish to negotiate changes or modifications.
- At least three reference letters.
- Completed and fully executed disclosure of beneficial interest in real property transaction as required by Mass. Gen. Laws c. 7, §40J, and Non-Collusion certificate.
- Completion of all Forms, attached hereto as Form Attachments "A – G".

- Detailed site plans including a copy of the Tax Assessor’s Map and parcel number of the proposed property. If a site plan or survey exists of the property, a copy of such shall be submitted as part of the proposal.
- Copy of Deed: Proposers should submit a copy of the deed showing the current owner of the property. Proposers should also submit a copy of the lease if proposing to sub-lease to the town.
- Property Description: Proposer shall submit documents and materials evidencing the condition of the property and the character and condition of any buildings or improvements on the property. By submitting a proposal, the Proposer represents that neither the Proposer nor the owner of the property has any knowledge of any relevant information about the condition or history of use of the proposed property, other than what is attached to, or referenced in, the proposal. The Description shall include as follows:
  1. Location of the building(s), description of the age and nature of construction and current condition, square footage being offered and whether it is on one level or multiple levels, and evidence of the proposer’s legal title thereto.
  2. Description of the current configuration of the lease space.
    - Other current tenants in the building, if any.
    - A floor plan of the building(s) and the proposed lease premises, including office dimensions.
  3. A site plan or survey of the property.
  4. All handicap accessible areas, and a description in full of any of the offered space that is not handicap accessible.
  5. The available parking, including the number of spaces and whether the area will be exclusive for town use or shared with other tenants.
  6. The capacity and nature of the existing water supply system, sewage disposal facilities, electrical system, wiring/cabling to accommodate a computer network, cable internet access, the HVAC system, the fire alarm/sprinkler system and security system.
  7. The earliest date on which the building will be available for occupancy.
- Building Layout, or pictures of building’s exterior and interior; and
- Lease rate.

#### IV. EVALUATION CRITERIA

- **Minimum Evaluation Criteria**

In order for a proposal to be considered complete and responsive, the proposal must include the following information. Proposals not including this information, or failing to meet criteria in this section, shall be deemed non-responsive and not considered for further review.

1. Proposer must fully complete all Forms, attached hereto.
2. Proposer must submit at least one (1) letter of reference.
3. Proposal should be submitted by (a) the owner of the property; or (b) the owner's legally authorized agent or representative, and an executed document indicating authorization by the property owner is included in the proposal. If (a) and (b) are not applicable, please provide an explanation as to why not.
4. Proposal does not obligate the town to pay brokerage commissions, or other similar fees.
5. Proposed Premises are located in the Town of Westford.

- **Comparative Evaluation Criteria**

Any proposal that is not complete and responsive to this RFP may not be considered, whether in regard to format or content. The town will evaluate all complete and responsive proposals with respect to the following comparative criteria. For each criterion, a rating will be assigned, as set forth below:

1. Compatibility with town's use of the Premises.
  - a. Less Advantageous:  
Town's use will interfere with the use of the Premises by any other lessees, or the use by other lessees will interfere with the town's use.
  - c. Advantageous:  
Town's use is generally compatible with the use of other lessees, and the use of other lessees is compatible with that of the town.
  - d. Highly Advantageous:  
Town will have exclusive use to the site with no impact to its use, and no other lessees would be impacted.
2. Area of space available pursuant to Town specifications.
  - a. Less Advantageous:  
Less than 4,500 square feet with opportunity for future expansion

- b. Advantageous:  
4,500square feet
  - c. Highly Advantageous:  
4,500 square feet in a standalone unit/location with the opportunity of future expansion
3. Date for availability
- a. Less Advantageous:  
More than 6 months after award
  - b. Advantageous:  
3 - 6 months after award
  - c. Highly Advantageous:  
Less than 3 months after award
4. Technological infrastructure
- a. Less Advantageous:  
Not compatible or does not accommodate equipment
  - b. Advantageous:  
Is compatible and can accommodate needs but only by moving equipment
  - c. Highly Advantageous:  
Entirely compatible. Can accommodate needs without moving equipment. Move-in condition.
5. Location of Premises
- a. Not Advantageous:  
Facility proposed is within the town, but not easily accessible to automobiles and pedestrians.
  - b. Advantageous:  
Facility proposed is located on or near primary roads and is easily accessible.
  - c. Highly Advantageous:  
Facility proposed is highly accessible, with excellent pedestrian and automobile access.

6. Special requirements

- a. Less Advantageous:  
Property meets none of the special requirements listed in Section II.
- b. Advantageous:  
Property only accommodates 1-2 of the special requirements in Section II.
- d. Highly Advantageous:  
Property may offer all or most of the special requirements in Section II, with minor modifications required to be undertaken to meet all special requirements.

**V. SELECTION PROCESS**

- RULE OF AWARD: The most advantageous offer from a responsible and responsive Proposer, taking into consideration all evaluation criteria and lease rates, will be selected.
- Site Visit: Evaluation of proposals will be based upon all of the information submitted as part of the proposal, and through site visits and inspection. Any Proposer shall provide for access to the town and its agents, upon reasonable notice, to the entire property during the site visit, and Proposer shall make available a representative to be present during any site visit who is knowledgeable of the property conditions.

A task force appointed by the Town Manager/Chief Procurement Officer will review the proposals in accordance with the criteria noted herein. Proposals received by the deadline will first be evaluated for compliance with the Submission Requirements and Minimum Qualifications. The town may contact references for identified property locations, make site visits, interview or otherwise contact persons identified by Proposers, or seek any information that may assist it in evaluating the written proposals. After a review of the proposals, a ranking will be assigned to each, along with the costs and terms of the lease, and the task force will make a recommendation to the Board of Selectmen, who will serve as the awarding authority.

The selected Proposer will be sent a notice indicating its tentative selection, a negotiation schedule and a procedure whereby the Proposer and the town may conduct negotiations. Within thirty days following this notice, the selected Proposer will present any appropriate legal documents for effectuating the transaction, for review by the town. It is anticipated that a final Lease Agreement will be executed within sixty days following the initial notice. The time frames in this paragraph may be extended by the town.

If the town determines that satisfactory contract terms and conditions cannot be reached with that Proposer, the town may terminate negotiations with that Proposer and commence negotiations with the next most advantageous Proposer.

Tentative selection of a proposal by the town to enter negotiations over terms of a Lease Agreement shall not constitute an offer to lease the property or an acceptance of proposal terms. Only a fully executed Lease Agreement, Town Meeting approval including appropriation, shall bind the town to lease the property. At every point in the selection procedure, the town reserves the right to waive minor informalities or to allow a Proposer to correct them. The town also reserves the right to reject any or all bids at any time as may be in the best interest of the town.

**CONTRACT TERMS AND CONDITIONS:**

The successful Proposer will be required to execute a Lease Agreement in substantially the same form as the Lease attached hereto as Attachment "G".

**FORM ATTACHMENT "A"**

**Instructions:** Proposers must complete one or more of the proposal terms, as described below, and submit with proposal.

Name of Proposer: \_\_\_\_\_

To the Awarding Authority:

**LEASE**

- A.     \$ \_\_\_\_\_ PER MONTH for 1 YEAR LEASE
- B.     \$ \_\_\_\_\_ PER MONTH for 3 YEAR LEASE
- C.     \$ \_\_\_\_\_ PER MONTH for 5 YEAR LEASE
- D.     \$ \_\_\_\_\_ PER MONTH for 10 YEAR LEASE

**Costs for which Town would be Responsible For under the Lease:**

- Telephone/Communications     \_\_\_\_\_     Detail: \_\_\_\_\_
- Electrical                             \_\_\_\_\_     Detail: \_\_\_\_\_
- Heat                                     \_\_\_\_\_     Detail: \_\_\_\_\_
- Septic/Sewer                     \_\_\_\_\_     Detail: \_\_\_\_\_
- Water                                    \_\_\_\_\_     Detail: \_\_\_\_\_
- Other Utilities                    \_\_\_\_\_     Detail: \_\_\_\_\_
- Property Maintenance/  
Management                     \_\_\_\_\_     Detail: \_\_\_\_\_
- Taxes                                    \_\_\_\_\_     Detail: \_\_\_\_\_
- Insurance                             \_\_\_\_\_     Detail: \_\_\_\_\_
- Other                                     \_\_\_\_\_     Detail: \_\_\_\_\_

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

**FORM ATTACHMENT "B"**

Name of Proposer: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Company)

held on \_\_\_\_\_ at which all the Directors were present or waived notice, it  
(Date)

was voted that \_\_\_\_\_ of this company be and hereby is authorized  
(Officer and Title)

to execute contracts and bonds in the name and behalf of said company, and affix its

corporate seal thereto, and such execution of any contract of obligation in this company's

name on its behalf of such \_\_\_\_\_ under the seal of the company, shall  
(Officer)

be valid and binding upon this company.

A TRUE COPY,

ATTEST: \_\_\_\_\_

Place of Business: \_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Corporation)

That \_\_\_\_\_ is the duly elected \_\_\_\_\_ of said  
(Name of Officer) (Title)

company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission expires



**FORM ATTACHMENT "D"**

**DISCLOSURE STATEMENT FOR ACQUISITION OF REAL PROPERTY**

For disposition of Real Property by the Town of Westford, the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

(1) LEGAL DESCRIPTION OF REAL PROPERTY:

(2) TYPE OF TRANSACTION:

(3) LESSOR:

(4) LESSEE:

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME \_\_\_\_\_

RESIDENCE \_\_\_\_\_

(6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

Name & Position Title:

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM ATTACHMENT "E"**  
**Massachusetts Tax Compliance Statement**

TO: TOWN OF WESTFORD  
Town Hall  
55 Main Street  
Westford, MA 01886

FROM: \_\_\_\_\_  
Fed ID#\_\_

I certify under the penalty of perjury that the above named organization or person, to the best of my knowledge, has filed all State tax returns and paid all State taxes required under law.

SIGNED THIS DATE: \_\_\_\_\_

BY

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

Title: \_\_\_\_\_

\*Note: Your Federal Identification number will be furnished to the Commonwealth of Massachusetts - Department of Revenue to determine whether all tax filing and tax payment obligations have been met. Under Mass. G.L.C. 62C s., 49A, providers of goods or services who fail to correct a tax filing or tax payment delinquency will not have a Contract or other agreements issued, renewed or extended.

**FORM ATTACHMENT “F”**

**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.

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(Signature of individual submitting bid or proposal)

---

(Name of business)

**Form Attachment "G"**

**LEASE AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016, is between the -- (hereinafter referred to as LESSOR), whose address is -- and --, with an address of -- (hereinafter referred to as LESSEE).

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. **Premises:** The LESSOR hereby leases to LESSEE portions of that certain parcel of real property, known as ---
2. **Term:** This Agreement shall be for a term of -- and beginning on -- and terminating on -- ("Lease Period"). No use of the Premises outside of the Lease Period is allowed without prior written consent of LESSOR.

**This agreement is expressly contingent upon an affirmative vote at Town Meeting to enter the lease and appropriate sufficient funds for the lease.**

3. **Use:** The Premises shall be used for the sole purposes of --.

All improvements made by LESSEE on the Premises shall be at LESSEE'S expenses and LESSEE will maintain the Premises in a reasonable condition. No improvements shall be made without LESSOR'S prior written approval.

4. **Permits:** It is understood and agreed that LESSEE'S ability to use the Premises as contemplated by this Agreement is contingent upon its obtaining before the commencement date of this Agreement all of the certificates, permits and other approvals required by any federal, state and local authorities. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals.

5. **Insurance:** LESSEE shall, at LESSEE'S expense, obtain and keep in force during the term of this Agreement, and during any extensions thereof, a policy of comprehensive public liability and property damage insurance insuring LESSEE, and LESSOR as an additional named insured, against any claim of liability arising out of LESSEE'S construction of the Facility, and use or occupancy of the Premises as follows:

----

LESSEE shall provide certificates of insurance to LESSOR seven (7) days prior to commencement of this Lease.

6. Loss or Damage: All personal property in or on any part of the Premises within control of the LESSEE shall be at the sole risk of the LESSEE.

7. Quiet Enjoyment: LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

8. Title: LESSOR covenants that LESSOR is seized of good and sufficient fee title and interest to the Premises and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no liens, judgments or impediments of title on the Premises other than those of record.

9. Default: In the event that:

- (a) Tenant shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for thirty (30) days after written notice thereof; or
- (b) Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within sixty (60) days after written notice (or, if such cure cannot reasonably be completed within said sixty (60) day period, if Tenant commences such cure within said period and thereafter pursues it to completion); or
- (c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors,

then Landlord shall have the right thereafter, while such default continues, to re-enter and take possession of the Leased Premises, to declare the term of this Lease ended, and remove the Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

10. Complete Agreement: This Agreement contains all the agreements, promises and understandings between LESSOR and LESSEE and no oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any disputes, controversy or proceeding at law, and any addition, variation or modification to the Agreement shall be void and ineffective unless made in writing and signed by the parties hereto except that the terms set forth in the LESSEE'S Request for Proposal dated -- and LESSOR'S Proposal dated -- are incorporated herein.

11. Controlling Law: This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

12. Assignment: The LESSEE shall not assign or sublet the Lease without the LESSOR'S prior written consent, acting by and through its Board of Selectmen; said consent to be entirely at

the discretion of the Board of Selectmen. Any attempts by LESSEE to assign or sublet the Lease without LESSOR'S consent shall be void and shall terminate this Lease, at LESSOR'S option.

13. Notices: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows and shall be deemed received as of the earlier date five days after the date of the postmark or actual receipt hereof.

LESSOR: --

LESSEE: --

14. Binding Agreement: This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

15. LESSOR'S Right of Entry: LESSOR'S agents and other representatives, shall have the right to enter into and upon the Premises, or any part thereof, for the purpose of examining or inspecting the same, to make such repairs to the Premises as may be necessary for the safety and preservation thereof, to protect the property or persons in the Town, to enforce the terms of the Lease Agreement or for any other purpose. Except in cases of emergency the LESSOR will give the LESSEE 24 hours oral notice.

16. LESSEE'S Personal Property: LESSEE expressly agrees that any personal property left on the Premises on or after -- shall be deemed to be abandoned and shall become the property of the LESSOR.

The LESSOR may, at its option, either retain or dispose of said property; in the event the LESSOR incurs costs for the disposal of said property, LESSEE shall reimburse LESSOR for said costs. The terms of this paragraph shall survive beyond the term of this Lease, as set forth in paragraph 2 above.

17. LESSEE'S Covenants: The LESSEE covenants for the original term of the Lease and, if the Lease is extended, for the extended term hereof as follows:

(a) to ensure that the property is maintained in good condition;

-----

In witness whereof, the parties hereto have set their hands and affixed their respected seals the day and year first above written.

LESSOR

--

WITNESS:

\_\_\_\_\_

By:\_\_\_\_\_

LESSEE

TOWN OF WESTFORD, by and through  
its Board of Selectmen

\_\_\_\_\_

Kelly Ross, Chair

\_\_\_\_\_

Andrea Peraner-Sweet, Vice Chair

\_\_\_\_\_

Don Siriani, Clerk

\_\_\_\_\_

Mark Kost, Member

\_\_\_\_\_

Scott Hazelton, Member

Approval as to Form:

\_\_\_\_\_

Town Counsel

**EXHIBIT "A"**

**DESCRIPTION OF FACILITIES**