



**CITY OF GREENFIELD, a/k/a TOWN OF GREENFIELD  
GREENFIELD, MASSACHUSETTS**

RFP TITLE: Lease of School Administrative Office Space

RFP #: 15-08

DATE OF ISSUANCE: December 24, 2014 at 10:00 a.m.

BID DUE DATE: January 23, 2015 at 2:00 p.m.

SUBMIT TO: PURCHASING DEPARTMENT  
TOWN OF GREENFIELD  
14 COURT SQUARE  
GREENFIELD, MA 01301

Sealed proposals addressed to the Procurement Office, 14 Court Square, Greenfield, MA 01301 and endorsed "Proposal for Contract 15-08 School Administrative Office Space" will accepted by the Mayor's Office in Town Hall.

A complete copy of the documents and specifications may be received electronically as of 12/24/14 after 10 a.m. by contacting the Purchasing Department of the Town of Greenfield at [alabonte@greenfield-ma.gov](mailto:alabonte@greenfield-ma.gov) or by calling 413-772-1560 x-136.

Contract/Proposal Awarding Authority: Town of Greenfield  
Greenfield, Massachusetts

**ADVERTISEMENT FOR BIDDERS**  
**Town of Greenfield Procurement Office**  
**14 Court Square**  
**Greenfield, MA 01301**  
**Lease for Office Space**

The Town of Greenfield invites responders to submit proposal for the lease of office space suitable to perform public services and accessible to the public for its School Administration Offices.

Proposals will be accepted at the Town of Greenfield, Purchasing Department, 14 Court Square, Greenfield, MA 01301, until 2:00 PM, Friday, January 23, 2015. Three copies each of a non-price and price proposal are required.

The School Department requires approximately 10,000 square feet of space with a combination of office, meeting, storage, and technology space. However the Town of Greenfield will entertain areas of less square footage and may well consider a lease that has us occupying multiple floors in the same building. All space must be ADA compliant and adhere to all Massachusetts building, electrical, and plumbing codes.

The estimated number of office employees to be accommodated is twenty-eight to thirty (28-30). Each office also possesses a significant number of file cabinets and equipment. Parking is needed for 30-40 vehicles.

Bid documents may be obtained on the Town of Greenfield website at [www.Greenfield-ma.gov](http://www.Greenfield-ma.gov) under "Departments", "Purchasing", "Active Bids/RFQ/RFP" or electronically by contacting the Purchasing Department of the Town of Greenfield at [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov) or by calling A. LaBonté at (413) 772-1560 x-136 for additional information.

For further information contact:

Lane Kelly  
Procurement Officer  
Town of Greenfield  
14 Court Square  
Greenfield, MA 01301

**REQUEST FOR PROPOSALS  
FOR LEASE OF OFFICE SPACE  
FOR SCHOOL ADMINISTRATION March**

The School Department requires approximately 10,000 square feet of space with a combination of office, meeting, storage, and technology space. However the Town of Greenfield will entertain areas of less square footage and may well consider a lease that has us occupying multiple floors in the same building. All space must be ADA compliant and adhere to all Massachusetts building, electrical, and plumbing codes.

The purpose of the presentation of the RFP is to create office space for the School Administration Building at a reasonable rate near (within 2 miles) Town Hall. The Town anticipates that following the deadline for proposals, a committee will be formed which will discuss and recommend a proposal to the Mayor. The proposal that will be recommended should meet the minimum requirements as set forth in this RFP, provide a lease at a reasonable rate, and provide the needed space in a building within the Town of Greenfield limits. Following the recommendation and approval by the Mayor, School Committee, and Town Council to enter into a lease agreement, the Town will undergo the necessary steps to confirm a lease agreement with the selected person or group. The Town expects to occupy the office space on or before April 1, 2015

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

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

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

The following building conditions are required to be met by the proposer:

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

*Life Safety:* The building and leased premises must comply with local codes pertaining to life

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

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

*HVAC:* HVAC systems must be fully automatic and capable of maintaining minimum winter temperatures of 68 degrees Fahrenheit and maximum summer temperatures of 78 degrees Fahrenheit throughout the leased premises.

*Electrical Service:* Electrical Service must be of sufficient capacity to provide adequate power for electrical equipment to be installed as part of the building, plus power required to operate all of the Town of Greenfield's equipment, such as its computer networked system. In addition, the building should be wired to allow for internet access.

*Telecommunications:* The Town is determining its needs pertaining to telecommunications. The Town is not yet aware of the type of telephone or network system that will be needed in its new location. This issue will be discussed with the chosen developer. The Town will resolve the issue prior to the signing of the lease.

*Restrooms:* The landlord must provide and install restrooms as dictated by code.

### **Conditions for Submittal**

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

- That the building proposed to house the School Administration Office space meets the minimum requirements of the Americans with Disabilities Act.
- That the building proposed to house the School Administration Office space meets all local Zoning and Massachusetts Building Code requirements. Any building that is proposed to be utilized for office space and is not in conformance with the regulations of the Town of Greenfield Zoning Ordinance and the Massachusetts Building Code shall be brought to code prior to the Town of Greenfield occupying the building.
- All local, state, and federal regulations regarding asbestos and lead paint removal must be adhered to in the building proposed for office space. If the building currently contains asbestos and lead paint, the hazardous material must be removed prior to the Town of Greenfield occupying the building.

- Agreement of the landlord to enter into a lease substantially in the form of the lease suggested by the Town of Greenfield at the landlord's expense.

Offices and Workspaces for approximately 30 people as described below:

- Receptionist with reception area.
- Executive office space at a minimum as follows:
  1. One private office for the Superintendent that can accommodate a conference table for 3-5 people and an outer office for two (2) administrative assistants and a waiting area.
  2. One private office for the Pupil Personnel Manager with adjacent area for up to five (5) people.
  3. One private office for the Human Resources Manager with adjacent area for one (1) administrative assistant with adjacent area for applicant waiting.
  4. One private office for the Business Manager with adjacent area for four (4) staff members
  5. Office space that can accommodate payroll personnel and file storage.
  6. Office space for the Registrar and Student Data personnel for the Greenfield Public Schools
  7. Office space that can accommodate up to four (4) technology staff
  8. Office space to accommodate Food Service Manager and one (1) administrative Assistant
- Area for 2-3 work stations data specialists/administrative support staff.
- Meeting/Conference Space for up to 20 people.
- Meeting/Conference Space for up to 10 people.
- A breakroom with a sink and space for a refrigerator and microwave and large enough to seat approximately 20 people.
- Two (2) Secure Storage areas for files.
- IT Server space
- Work area with outlets for copiers, shredder, staplers and other finishing devices.
- Rest Rooms

**III. FORM OF PROPOSAL**

The Proposer shall submit in a sealed envelope a non-price proposal and price proposal.

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

**A. Non-Price Proposal**

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

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

**B. Price Proposal Requirements**

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

**Lease through December 31, 2016**

_____	Annually		_____	Monthly
(Words)			(Words)	

\$ _____	Annually		\$ _____	Monthly
(Dollar figures)			(Dollar figures)	

**Common Area Charges if Applicable**

_____	Annually		_____	Monthly
(Words)			(Words)	

\$ _____	Annually		\$ _____	Monthly
(Dollar figures)			(Dollar figures)	

Please show the calculations by which Common Area Charges are figured:

#### **IV. PROPOSAL EVALUATION PROCEDURE**

A Committee appointed by the Mayor and the Purchasing Director will evaluate proposals according to the quality requirements contained below. Submittals failing to comply with one or more of the quality requirements stated below shall be disqualified from further consideration. Submittals that comply with the quality requirements will be further evaluated based on the comparative criteria detailed below. Each proposal will be assigned a rating for each comparative criterion and a composite rating.

Three finalists will be identified from the evaluation of comparative criteria. The Town will inspect the premises of all three finalists. The Town will then rank these finalists. Price proposal will then be considered. The Town will negotiate a lease with the highest ranked finalist who proposes a price within the Town's budgeted amount. The Town reserves the right to reject any and all proposals if such rejection is in its best interest.

##### Quality Requirements

- Certificate of Occupancy permit
- Tax Compliance Form
- Certificate of Non-Collusion
- Signature page from proposed commercial lease

##### Minimum Requirements

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

- Demonstrate complete conformance with all submission requirements as previously stated in the RFP.
- The applicant must be able to provide the Town with approximately 10,000 square feet of office space, however the Town may look to house the office spaces on multiple floors. The space should include the areas stated in the RFP.
- The applicant must show the ability of the landlord to prepare the proposed space for occupancy and to provide the services required in the RFP in accordance with the accepted standards. It must be shown that the landlord has the ability and the finances to substantially complete the tenant improvements and any other building improvements required for occupancy by the Town of Greenfield by the desired occupancy date as represented in the RFP.

##### Comparative Evaluation Criteria

The following ratings will be used to measure the relative merits of each proposal that has met the Minimum Evaluation Criteria shown above against each of the criteria shown below:

**Highly Advantageous:** The proposal fully meets and significantly exceeds the standards of the specific criterion.

**Advantageous:** The proposal fully meets the evaluation standard of the specific criterion.

**Not Advantageous:** The proposal does not fully meet the evaluation standard of the specific criterion, is incomplete, unclear, or both.

**Unacceptable:** The proposal does not meet, or address the evaluation standard of the criterion.

Comparative Criteria

**1. *The ability of the applicant to provide adequate parking for the School Administration Offices.***

The proposed location for the School Admin Offices shows more than 40 parking spaces provided on the site. – **Highly Advantageous.**

The proposed location for the School Admin Offices shows approximately 30-39 parking spaces provided on the site. – **Advantageous.**

The proposed location for the School Admin Offices shows fewer than 30 parking spaces on the site. – **Not Advantageous.**

**2. *The square footage of the space provided. The Town of Greenfield proposes the necessity for 10,000 square feet of useable office space in one building.***

The proposal shows one building containing 10,000 square feet or more of useable office space to be occupied by the School Admin Offices. – **Highly Advantageous**

The proposal shows the building containing 8,000–9,999 square feet of useable office space needed for occupation by the School Admin Offices. - **Advantageous**

The proposal shows the building containing less than 8,000 square feet of useable office space needed for occupation by the School Admin Offices. - **Not Advantageous**

**3. *The proposed leased office space provides energy efficient utility and HVAC equipment and building envelope features.***

The proposal incorporates energy efficiency features in each of the following categories: lighting, HVAC/plumbing, building envelope, water/plumbing – **Highly Advantageous**

The proposal incorporates energy efficiency features in some of the following categories: lighting, HVAC/plumbing, building envelope, water/plumbing – **Advantageous**

The proposal incorporates energy efficiency features in none of the above named categories – **Not Advantageous**

**4. *Conference/Meeting Room Availability***

The proposal incorporates two conference/meeting rooms, one of which can accommodate 20 or more people– **Highly Advantageous**



The proposal incorporates one conference room that will accommodate up to 20 people – **Advantageous**

The proposal does not include any conference or meeting rooms that accommodates 10 or more people – **Not Advantageous**

5. *ADA Compliant*

The proposal is ADA Compliant – **Highly Advantageous**

The proposal is not ADA Compliant– **Unacceptable**

6. *The proposal addresses the presence of electrical/data outlets*

The proposal incorporates more than four electrical outlets and 3 or more data ports per office space– **Highly Advantageous**

The proposal incorporates three to four electrical outlets and 2 or more data ports per office space– **Advantageous**

The proposal incorporates one to two electrical outlets or less than 2 data ports per office space – **Not Advantageous**

7. *The proposal addresses interior finish*

The property is conveniently located (within 2-miles of Town hall), in move-in condition, and readily lends itself to use as School Administration Offices in terms of floor layout, parking, and amenities - **Highly advantageous**

The property is presentable, with suitable space, is located within 2-miles of Town Hall, but requires some modifications-**Advantageous**

Requires significant improvements to function as office space and/or is not located within 2-miles of Town Hall- **Not advantageous**

## **V. Submission Requirements**

The proposer shall submit one non-priced and one priced proposal. **The non-priced and priced proposals may be submitted in the same envelope but must be contained in separate envelopes within the main one.** Each proposal envelope must state; the proposal number, the company name, and the date of opening. The non-priced proposal shall include the following:

1. *Letter of Submittal*

The letter must be signed by the principal of the proposal team and addressed to Lane

Kelly, Purchasing Director, 14 Court Square., Greenfield, MA 01085. The letter must outline the applicant's understanding of the objectives articulated in the RFP.

2. *Applicant's Identification*

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

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

3. *Office Space Plan*

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

4. *Applicant's Experience*

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

5. *Financial Capability*

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

6. *Schedule*

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

7. *Non-Collusion Form*

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

All priced proposals shall include:

1. *Lease Bid*

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

**Notice:** Under the lease, notice shall be given via certified mail to the following: Mayor William Martin, Town of Greenfield, 14 Court Square, Greenfield, MA 01085 and to the lessor.

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

**Payments:** The Lessee agrees to pay rent monthly, on the first day of each month.

**Utilities:** Shall be included in the lease unless an agreement otherwise is reached with the Town prior to the signing of a lease.

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

**Cleaning, Janitorial Services:** The School Department expects to utilize its own custodial employees unless an agreement otherwise is reached before the signing of a lease.

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

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

**Amendments:** No amendment shall be allowed unless in writing and signed by the Mayor or Purchasing Director with authority to do so.

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

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

**Conflict of Interest:** The lease shall be in accordance with all provisions of the Mass Conflict of Interest Law (Mass. General L.C. 268A).

## **VI. Questions**

Questions must be submitted in writing no later than 5:00 p.m., EST, on January 13, 2015. Questions can be faxed or e-mailed to the Office of Procurement:

**Fax Number: 413-772-1519**

**E-mail: [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov)**

Please provide an e-mail address for responses. All answers to questions will be posted to the Town of Greenfield website and e-mailed to all known bidders.

## **VII. The Town of Greenfield Non-Responsibility**

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

## **VIII. Rule for Award**

The Lease shall be awarded to the responsible and responsive proposer submitting the proposal considered most advantageous, taking into consideration the proposal's criteria and price.

A Committee will be appointed to evaluate the relative merits of the proposals.

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

**RFP SIGNATURES PAGE**

**Signature for Individual**

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

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

\_\_\_\_\_  
Name and Title of Individual      Fax Number  
Authorized to Sign

\_\_\_\_\_

\_\_\_\_\_  
Signature                                  Date

\_\_\_\_\_

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

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Fax Number of Company Offices

**Signatures for Corporation**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Company Officer

\_\_\_\_\_  
Signature of Authorized Company Officer

Corporate Seal (affix below)

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

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

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
FID Number

\_\_\_\_\_  
Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

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

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03?

**If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Greenfield before award.**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any 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 making proposal

\_\_\_\_\_  
Name of business

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Federal Employer ID Number

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_  
President's Signature

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



LANDLORD'S BENEFICIAL INTEREST DISCLOSURE STATEMENT

Pursuant to MGL c. 7§40J<sup>1</sup>, the undersigned \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

Of the \_\_\_\_\_ hereby certifies the following;  
(Name of Landlord, Corporation, Trust, Partnership)

- 1. Description and Address of Leased Premises:
- 2. Term of Lease: On or about April 1, 2015 to December 31, 2016.
- 3. Landlord Name and Address:
- 4. Tenant: Town of Greenfield
- 5. Name and address of all natural people who have or will have a direct or indirect beneficial interest in the above property of Landlord (including prospective purchasers). Please note: do not write "none."

Name

Residence

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

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

Signed under the penalties of perjury on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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

<sup>1</sup> "No agreement to rent...real property to a public agency, and no renewal or extension to such agreement shall be valid and no payments shall be made to lessor...of such property, unless a Statement, signed under penalties of perjury, has been filed by the lessor...and in case of a corporation by a duly authorized officer giving true names and addresses of all persons who have or will have direct or indirect beneficial interest in said property with the Commissioner of Capital Asset Management." (MGL c. 7§40J)

## PROPOSAL CHECKLIST

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

- Completed and Signed Proposal Form
- Non-Price proposal
- Price proposal
- Certificate of Non-Collusion
- Tax Compliance Certification
- Certificate of Occupancy (if available)

# LEASE AGREEMENT

Lease dated as of the \_\_\_\_ day of 201\_\_ by and between \_\_\_\_\_,  
as landlord ("Landlord"), and Town of Greenfield, as tenant ("Tenant").

## ARTICLE I REFERENCE DATA

### 1. (A) SUBJECTS REFERRED TO:

Each reference in this lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section I (A):

LANDLORD'S ADDRESS: \_\_\_\_\_

TENANT'S ADDRESS: \_\_\_\_\_

BUILDING: \_\_\_\_\_

FLOOR AREA OF TENANT'S SPACE: \_\_\_\_\_ sq. feet.

TERM: \_\_\_\_\_

COMMENCEMENT DATE: \_\_\_\_\_

FIXED RENT: \_\_\_\_\_

SECURITY DEPOSIT: None

PERMITTED USE: School Administration Office Space

PUBLIC LIABILITY INSURANCE LIMITS:

- PROPERTY DAMAGE / BODILY INJURY: \$1,000,000

### (B) EXHIBITS

## ARTICLE II PREMISES

### 2. PREMISES

Subject to and with the benefit of the provisions of this lease, Landlord hereby leases to Tenant, and Tenant leases from Landlord, Tenant's space in the Building to be further defined upon award of the Contract. Tenant shall have access to a minimum of \_\_\_\_\_ reserved parking spaces on the Lot.

**ARTICLE III  
TERM**

**3. TERM**

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

**ARTICLE IV  
LANDLORD'S COVENANTS**

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

Landlord covenants during the Term:

- (1) To pay all real estate taxes when due;
- (2) To provide maintenance for the exterior and interior of the Building and the common systems of the Building and the Lot and remove snow and ice from the Lot; and
- (3) Except as otherwise provided in this lease, to make such repairs to the roof, exterior and interior walls and common facilities of the Building and the Lot as may be necessary to keep them in good repair and condition.
- (4) To provide a telephone and data wiring system for the demised premises in accordance with the specifications noted in the Request for Proposals.
- (5) To provide and pay for signage that includes room numbers and room names (e.g. Conference Room, Testing Room) and to provide and install directories at the main entrance and at each floor of the Building. All signs, whether installed by Landlord as set forth hereunder, or installed by Tenant (with the prior approval of the Landlord) shall comply with exterior sign requirements of Town of Greenfield and will be the responsibility of the landlord.
- (6) To provide and pay for utilities used by Tenant in the demised premises. Landlord shall provide and pay for heating fuel during normal business hours which shall mean Monday through Friday 8:30 a.m. – 7:00 p.m. ("Tenant's Hours"). The electric system in the demised premises shall be capable of accommodating a local area network, several computers, printers, copiers, fax machines, and staff room amenities to be provided and installed by Tenant.
- (7) To provide reasonable and sufficient heat and air conditioning during Tenant's Hours. The HVAC system shall be maintained by Landlord and shall be as specified in the Request for Proposals.

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

## **ARTICLE V RENT**

### **5. (A) FIXED RENT**

- (1) Tenant agrees to pay fixed monthly rent equal to 1/12th of the Fixed Rent, such rent to be paid in equal installments in advance of the first day of each calendar month included in the Term; and for any portion of a calendar month at the beginning or end of the Term, a portion of such fixed monthly rent, prorated on a per diem basis. All payments of fixed rent shall be made in lawful money of the United States and shall be made to \_\_\_\_\_ and sent to Landlord c/o \_\_\_\_\_, or to such other person and/or at such other address as Landlord may from time to time designate.

**(2) INSERT PAYMENT SCHEDULE HERE**

## **ARTICLE VI TENANT'S COVENANTS**

### **6. TENANT'S COVENANTS DURING THE TERM.**

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

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

- (3) To use and occupy the demised premises only for the Permitted Use; and not to injure or deface the demised premises, Building, or Lot; and not to permit in the demised premises any auction sale, nuisance, or the emission from the demised premises of any objectionable noise or odor; nor any use thereof which is improper, offensive, contrary to law or ordinance or liable to invalidate or increase the premiums for any insurance on the Building (or any portion thereof) or its contents, or liable to render necessary any alteration or addition to the Building;
- (4) To keep the demised premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority and/or any insurance inspection or rating bureau having jurisdiction, and to procure all licenses and permits required because of any use made by Tenant and, if requested by Landlord, to do any work required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use;
- (5) Not without the prior written consent of Landlord to assign, hypothecate, pledge or otherwise encumber this lease, to make any sublease or to permit occupancy of the demised premises or any part thereof by anyone other than Tenant voluntarily;
- (6) To maintain public liability insurance upon the demised premises in amounts which shall, at the beginning of the term, be equal to \$1,000,000.00 inclusive for bodily injury or death to one or more individuals and for damage to property. Tenant shall deliver to Landlord the policies of such insurance, or certificates thereof at least fifteen (15) days prior to the Commencement Date, and each renewal policy or certificate thereof, at least fifteen (15) days prior to the expiration of the policy it renews. Each such policy shall be written by a responsible insurance company authorized to do business in the Commonwealth of Massachusetts and shall provide that the same shall not be modified or terminated without at least twenty (20) days' prior written notice to Landlord;
- (7) To keep all employees working in the demised premises adequately covered by workmen's compensation insurance in amounts no less than that required by law, and to furnish Landlord with certificates thereof;
- (8) To permit Landlord and its agents entry: to examine the demised premises at reasonable times and, if Landlord shall so elect, to make repairs, alterations and replacements; to remove, at Landlord's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing; and to show the demised premises to prospective tenants during the twelve (12) months preceding the expiration of the term of this lease and to prospective purchasers and mortgagees at all reasonable times;
- (9) To pay promptly when due the entire cost of any work done on the demised premises by Tenant and those claiming under Tenant; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the demised premises; and immediately to discharge any such liens which may so attach;

- (10) Not to make any exterior or structural alterations, improvements, changes or additions (nor any interior non-structural alterations, improvements, changes or additions which would affect any common utility or mechanical system in the Building) to the demised premises without Landlord's prior written consent. All construction work permitted by Landlord to be undertaken by Tenant shall be done in a good and workmanlike manner and in compliance with the applicable laws, ordinances, regulations and orders of governmental authorities and insurance rating or inspection bureaus. Landlord shall have the right (but not the obligation) to inspect the work of the Tenant at reasonable times and Tenant shall correct any reasonable deficiencies in said work as noted by Landlord;

## **ARTICLE VII DEFAULT**

### **7. (A) EVENTS OF DEFAULT - TENANT**

- (1) If Tenant shall default in the payment of Fixed Rent, and if Tenant shall fail to cure said default within thirty (30) days after receipt of notice of said default from Landlord, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within thirty (30) days after receipt of notice of said default from Landlord (but if longer than thirty days shall be reasonably required to cure said default, then if Tenant shall fail to commence the curing of such default within fifteen days after receipt of said notice and diligently prosecute the curing thereof to completion), or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make an assignment or its property for the benefit of creditors, or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's property, or (8) if Tenant shall vacate the demised premises, then in any of said cases, Landlord lawfully may immediately, or at any time thereafter, and without any further notice or demand, enter into and upon the demised premises or any part thereof in the name of the whole, by force or otherwise, and hold the demised premises as if this lease had not been made, and expel Tenant and those claiming under it and remove its or their property (forcibly, if necessary) without being taken or deemed to be guilty of any manner of trespass (or Landlord may send written notice to Tenant of the termination of this lease), and upon entry as aforesaid (or in the event that Landlord shall send Tenant notice of termination as above provided, on the fifth (5th) day next following the (date of the sending of the notice), the term of this lease shall terminate. Notwithstanding the provisions of clauses (1) and (2) of the immediately preceding sentence, if Landlord shall have rightfully given Tenant notice of default pursuant to either or both of said clauses twice during any twelve (12) month period, and if Tenant shall thereafter default in the payment of Fixed Rent, additional rent or other payments and/or the performance or observance of any other agreement or condition required of Tenant, then Landlord may exercise the right of termination provided for it in said immediately preceding sentence

without first giving Tenant notice of such default and the opportunity to cure the same within the time provided in said clause (1) and/or clause (2), as the case may be. Termination of Lease due to unavailability of funding shall not be deemed default.

**(B) EVENTS OF DEFAULT - LANDLORD**

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

Remedies of Tenant:

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

Cure by Tenant:

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



Landlord agrees to reimburse Tenant therefore or save Tenant harmless there from. Tenant must deliver to Landlord an itemized statement of all costs that Tenant incurs to cure Landlord's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Landlord must promptly pay any outstanding bills for labor, materials, or both, and, within 30 days of Tenant's demand, must reimburse Tenant for any amount that Tenant pays on behalf of Landlord. If Landlord fails to reimburse Tenant within such period, Tenant has the right to deduct the amount from the next or any succeeding payments of Rent due under this Lease.

**C. REMEDIES CUMULATIVE**

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

**ARTICLE VIII  
CASUALTY AND TAKING**

**8. (A) CASUALTY AND TAKING**

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

**ARTICLE IX  
MORTGAGEE**

**9. (A) SUBORDINATION TO MORTGAGES**

It is agreed that the rights and interest of Tenant under this lease shall be: (i) subject and subordinate to the lien of any present or future first mortgage and to any and all advances to be made there under, and to the interest thereon, upon the demised premises or any property of which the demised premises are a part, if the holder of such mortgage shall elect, by notice to Tenant, to subject and subordinate the rights and interest of Tenant under this lease to the lien of its mortgage; or (ii) prior to the lien of any present or future first mortgage, if the holder of such mortgage shall elect, by notice to Tenant, to give the rights and interest of Tenant under (this lease priority to the lien of its mortgage. It is understood and agreed that the holder of such mortgage may also elect, by notice to Tenant, to make some provisions hereof subject and subordinate to the lien of its mortgage while granting other provisions hereof priority to the lien of its mortgage. In the event of any of such elections, and upon notification by the holder of such mortgage to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage, irrespective of the time of execution or time of recording of any such mortgage. Tenant agrees that it will, upon request of Landlord, execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to evidence or to give notice of such subordination or priority. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. Whether the lien of any mortgage upon the demised premises or any property of which the demised premises are a part shall be superior or subordinate to this lease and the lien hereof, Tenant agrees that it will, upon request, attorney to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage. Tenant further agrees that it shall not subordinate its interest in this lease to the lien of any junior mortgage, security agreement or lease affecting the demised premises, unless the holder of the first mortgage upon the demised premises or property which includes the demised premises shall consent thereto.

**(B) LIMITATION ON MORTGAGEE'S LIABILITY**

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

**ARTICLE X  
GENERAL PROVISIONS**

**10. (A) CAPTIONS**

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

**(B) SHORT FORM LEASE**

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

**(C) NOTICES**

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

**(D) NO SURRENDER**

The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this lease or a surrender of the demised premises.

**(E) BROKERS**

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

**(F) HAZARDOUS MATERIALS**

Landlord agrees that Landlord must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, or to migrate toward the Premises, provided, however, that this does not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance subject to the same provisions that are applicable to Tenant, or (ii) prohibit Landlord and Landlord's contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out Landlord's construction, repair, and maintenance obligations under this Lease, any of which constitutes a Hazardous Substance, provided that such use, including storage and

disposal, by Landlord is in compliance with the manufacturers' instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.

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

**(G) APPLICABLE LAW AND CONSTRUCTION**

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

**(H) AUTHORITY**

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

**ARTICLE XI  
SECURITY DEPOSIT**

11. NOT REQUIRED

**ARTICLE XII  
AVAILABILITY OF FUNDS**

12. This Contract is contingent upon the availability of funds. This Contract shall be canceled by the tenant if funds are not appropriated or otherwise made available by

the governing body(ies) to support continuation of performance if a multi-year contract.

**ARTICLE XIII  
NON-DISCRIMINATION**

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

**ARTICLE XIV  
MODIFICATION**

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

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

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

**LANDLORD:**

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

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

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

**TENANT:                   Town of Greenfield**

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

Printed Name: William Martin

Title: Mayor

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

Jordana Harper  
Superintendent of Schools

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

Town of Greenfield Legal Counsel

# PROPOSAL FORM

To be submitted with the proposal and/or bid

**This Proposal is for: 15-08 Lease of School Administration Office  
Space**

**Due date: 2:00 p.m., January 23, 2015**

This proposal is submitted by: \_\_\_\_\_

\_\_\_\_\_  
Company Address

I acknowledge receipt of addenda numbered: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

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

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

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Proposals received after the due date and time will be returned unopened.

All packages/envelopes must be marked with the proponent's business name, the RFP number and the due date.

RFP No.: 15-08

### **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 person making proposal

---

Name of business

RFP No.: 15-08

## **TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

Signature of person submitting bid or proposal

---

Name of business



# Disclosure of Beneficial Interests in Real Property Transaction

RFP 15-08- Lease of School Administrative Office Space

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Town of Greenfield as required by MGL Ch.7 §40J prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: \_\_\_\_\_  
Name of jurisdiction

2. Complete legal description of property:

3. Type of transaction: \_\_\_\_\_ Sale \_\_\_\_\_ Lease \_\_\_\_\_ Rental for \_\_\_\_\_ ( term)

4. Seller(s) or Lessor(s): \_\_\_\_\_

Purchaser(s) or Lessee(s): \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public., the name of any person holding less than ten per cent of the outstanding voting shares need not be disclosed.

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Town of Greenfield except as noted below:

Name	Title or Position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into the real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Town of Greenfield within 30 days following the change or addition.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_