

TOWN OF WESTFORD

REQUEST FOR PROPOSALS

TO LEASE FOR CAMP OPERATIONS

A PORTION OF THE EAST BOSTON CAMPS PROPERTY OWNED BY
THE TOWN OF WESTFORD

November 2010

TOWN OF WESTFORD REQUEST FOR PROPOSALS

LEASE OF A PORTION OF THE EAST BOSTON CAMPS PROPERTY FOR CAMP OPERATIONS

The Town of Westford invites proposals from persons (“offerors”) interested in entering into a lease agreement with the Town for a period of five years, with an option to extend for an additional five years and to operate, pursuant to that lease agreement, a day and/or overnight camp on a portion of the so-called East Boston Camps property located off Depot Road in Westford. The property in question is under the care, custody and control of the Westford Conservation Commission. The portion of the East Boston Camps property that is to be the subject of the lease agreement is that portion commonly referred to as the “Boy’s Camp” (the “Property”). The camp will run for the nine (9) weeks beginning the last week of June through August of each year of the term of the lease.

The Town’s Request for Proposals (“RFP”) may be obtained at the Conservation Commission Office, Westford Highway Facility, 28 North St., Westford, MA (978-692-5524). The RFP will be available on November 17, 2010 (Monday – Friday, 8:00 a.m. – 4:00 p.m.) to 12:00 Noon, December 13, 2010 which is the deadline by which proposals must be received by the Town. The Town reserves the right to waive informalities in the proposals, and to reject any proposal, or all proposals, if it is determined that such rejection is in the best interest of the Town.

Sealed proposals must be submitted no later than 12:00 Noon on December 13, 2010 to the Conservation Commission, Westford Highway Facility, 28 North St., Westford, Massachusetts 01886, at which time they will be publicly opened. Seven (7) copies of the proposal are required, all of which must be enclosed in a sealed envelope labeled on the outside in large, conspicuous typeface: **PROPOSAL FOR LEASE OF EAST BOSTON CAMPS PROPERTY**. The proposals shall be reviewed and evaluated by the Conservation Commission in accordance with the evaluation criteria included in the RFP, and the Commission will award a lease agreement, if at all, to the “responsive and responsible offeror” whose proposal is deemed the most advantageous, taking into consideration the evaluation criteria included in this RFP and the lease fee proposed to be paid by the offeror. The Conservation Commission reserves the right to reject any or all proposals.

PRE-PROPOSAL CONFERENCE

All offerors are required to attend a pre-proposal conference at 10:00 a.m. on November 29, 2010. The conference will be held, the Westford Highway Facility Conference Room, 28 North St., Westford, MA, at which time offerors will have the ability to submit written questions to the Town and tour the property. Attendance at the conference is mandatory. Failure to attend may, in the Town’s discretion, result in the disqualification of the absentee offeror. Any questions must be made in writing and be hand delivered at the conference or mailed to the Conservation Commission at the address listed above. If and when deemed necessary or appropriate by the Town, the Town will respond to written questions in the form of written addenda to the RFP, receipt of which addenda must be acknowledged by offerors where indicated in the Form of Price Proposal that is attached to the RFP. Offerors may rely only on answers (to questions) that have been issued by the Town in the form of written addenda.

INTERVIEWS OF OFFERORS

The Town reserves the right to request that offerors attend an interview after proposals have been submitted but before selection of a camp operator has been made. If such a request is made, it will be made of all offerors who are “responsive and responsible,” as determined by the Town. The offerors key management personnel who will be employed at or in connection with the camp must attend the interview, if any.

POST-AWARD CONFERENCE

The selected camp operator shall attend a post-award conference with the Town approximately two (2) weeks after selection and award of a contract. Contract documentation and the selected camp operator's proposal shall be reviewed in detail at that conference to assure precise understanding of contract requirements and to analyze the selected Camp Operator's proposal to accomplish all tasks.

TOWN OF WESTFORD

REQUEST FOR PROPOSALS LEASE OF A PORTION OF THE EAST BOSTON CAMPS PROPERTY FOR CAMP OPERATIONS

BACKGROUND, GENERAL INSTRUCTIONS AND SPECIFICATIONS

1. **BACKGROUND**

A. DESCRIPTION OF COMMUNITY

The Town of Westford (incorporated 1729) is approximately thirty-one (31) square miles and is located in the northeast portion of Massachusetts, in Middlesex County. The Town Center is approximately thirty (30) miles northwest of Boston, ten (10) miles from Lowell, and seven (7) miles from the New Hampshire state line. The Town is bordered by Littleton and Groton on the west, Tyngsborough on the north, Chelmsford on the east, Carlisle on the southeast, and Acton on the south. Interstate 495 passes through the Town in a north-south direction, and U.S. Route 3 passes along the Town's eastern border with the Town of Chelmsford. Major arterial roadways in Town include Route 110, Route 225, Route 40 and Route 27.

The community is rural residential in character with residential properties comprising seventy-eight (78%) of the Town's overall tax base. Approximately ninety percent (90%) of the Town's housing stock consists of single-family homes. The commercial areas are surrounded by residential neighborhoods. Westford's land use map reflects a predominantly single family residential pattern. According to the 2000 U.S. Census, the Town of Westford's population in 1999 was 20,754. The Town's population has grown 54% since 1980, making it one of the fastest growing communities in the Commonwealth of Massachusetts.

B. CAMP AREA

The East Boston Camps property (or, the "East Boston Camps") was purchased by the Town in 2005. It is located on Depot Street and Nutting Road, near the historic center of Westford, Massachusetts. East Boston Camps consists of two (2) parcels: (1) a +/-257 acre parcel, and (2) a +/-29 acre parcel designated to be used for athletic fields. The former (+/-257 acre) parcel consists of forested uplands and small wetlands, as well as Burge's Pond, frontage along Stony and Keyes Brooks, a certified vernal pool and areas that have been identified as priority habitat for rare species. For decades, the land has been home to a fresh-air camp for youth from Boston and Chelsea. East Boston Camps has offered an ideal setting for Westford's 5th Grade camp, day and overnight programs for the Westford community and low income youth from the greater Boston area, as well as excellent opportunities for the public to enjoy running, cross-country skiing, swimming, hiking, bird watching and other passive recreational activities.

The property is subject to a Conservation Restriction ("CR") and the selected camp operator must at all times comply, and ensure that its activities at the property at all times comply, with the CR.

Per the requirements of the East Boston Camps Master Plan referenced in the CR, the maximum number of campers at any given time shall not exceed 200.

C. PLANNING PROCESS

The Town appointed an East Boston Camps Master Planning Committee to determine how East Boston Camps will be used in the future. The report of the committee, entitled "The East Boston Camps Master Plan" (the "Plan"), was issued in April of 2007 and is available for offerors to review upon request. The Plan has been accepted by Town Meeting and is being used to guide the Town's use of the East Boston Camp's property, including camp operations.

D. DESCRIPTION OF FACILITIES

The property has three (3) distinct camp areas: (1) the "Day Camp" (or, Camp Cielo), (2) the "Boys Camp" (or, Camp Nashoba) and (3) the "Girls Camp" (or, Camp Wakitatina). The lease to be issued under this RFP is for the operation of a day camp at the Boys Camp, which is shown in the diagram attached to this RFP as **Appendix A**. The day camp must be confined to the Boys Camp. The East Boston Camps property, including the Boys Camp, is serviced by Town water and contains private septic systems. Each camp building is served by electricity. None of the buildings is insulated or heated, however, except for the Infirmary. Propane gas is used for the kitchen facility and to heat the majority of the water on the property.

Facilities available at the Boys Camp are as follows:

- 6 cabins
- Boys bathroom and shower facility
- 5 room infirmary (with bathroom and shower)
- Staff cabin - (2 bedrooms, bathroom and shower)
- Dining Hall with storage room and full kitchen
- Recreation Hall with storage room and fireplace
- Maintenance shed
- Baseball field
- Basketball court
- Beach area

Prospective offerors are hereby notified that testing in and on the buildings being made available for lease has shown the presence of lead paint on a number of surfaces. These test results are available upon request. Any Lessee must follow all required reporting and treatment and disposal procedures required under state and local regulations should they wish to repaint these surfaces. Floor and ceiling tiles in some of the buildings have not yet been tested for the presence of asbestos. Any prospective lessee must test these tiles and follow all reporting and treatment and disposal procedures required under state and local regulations if asbestos is detected should they wish to replace these tiles in any of the buildings.

GENERAL INSTRUCTIONS AND SPECIFICATIONS

This RFP is issued by the Town of Westford to organizations (hereafter referred to as "Camp

Organizations”) who are both interested in and qualified to operate a summer camp during the nine(9) weeks beginning the last week of June thru August of 2011-2015 at the Boys Camp. The lease to be issued under this RFP is for use of the property as a day and/or overnight camp only.

The selected Camp Organization (or “Camp Operator”) will be responsible for day-to-day camp operations, including, but not limited to, criminal history checks of all staff, staff recruitment and management, camper recruitment, camp program development, camp operations, and coordination of camp maintenance with the Town. For the terms of the lease, see the form of Lease Agreement attached to this RFP as **Appendix B**. The Camp Operator shall be required to execute an agreement that is substantially in the form of the Lease Agreement attached to this RFP.

Under the arrangement contemplated in this RFP, the Camp Operator will receive revenues from campers and will pay the Town rent pursuant to the Lease Agreement. The Camp Operator will be responsible for all camp related expenses, as defined in the Lease Agreement and as is customarily paid by an operator of a camp.

The physical condition of the camps is such that they may not currently qualify for permits necessary for operation of a camp under state and local laws and regulations. Minor improvements and repairs to the camps may be required to bring the camps up to an acceptable level of operational readiness, including code compliance. A list containing the improvements and repairs believed to be necessary for operation of a day camp is attached as **Appendix C**. There may be additional improvements and repairs needed for an overnight camp. The lease agreement to be awarded under this RFP shall be signed and made effective upon or following award so as to permit the successful offeror an opportunity to enter upon the property to make any necessary improvements or repairs. Offerors are solely responsible to determine for themselves what improvements and repairs may be necessary for the operation of a day and/or overnight camp at the property. Offerors are required to include with their proposals, among other things, a plan describing in detail how they intend to bring the Camps to adequate operational readiness such that any and all required permits may be issued for use of the property as a Camp. The cost of any such repairs and improvements shall be borne solely by the selected camp operator, and such repairs and improvements shall not be removed from the property upon the expiration or earlier termination of the lease agreement, and shall, once made and incorporated into the property, be and remain property of the Town. See below for more information on the minimum requirements to be satisfied by all offerors.

The Town reserves the right to do any of the following:

1. Amend this RFP at any time prior to the deadline for submission of proposals, and to reject any and all proposals received, if it determines it is in the best interest of the Town to do so. Any amendment to this RFP shall be accomplished by written addenda, which shall be issued to all persons on record as having received this RFP.
2. Accept or reject any proposal, in whole or in part, as may be deemed by the Town to be in its best interest.
3. Seek additional information from respondents at any time prior to selection of the Camp Operator.

4. Award a lease, if at all, to the “responsive and responsible offeror” whose proposal is deemed the most advantageous, taking into consideration the evaluation criteria included in the RFP and the rent proposed to be paid by the offeror. (See below for definition of “responsive” and “responsible.”)
5. To reject any proposal if the Town finds cause to believe that it has received from an offeror any false or misleading information or misrepresentation in connection with a proposal.
6. To discontinue the selection process and reject all proposals at any time prior to the awarding of a contract.

The proposals shall be reviewed and evaluated by the Conservation Commission in accordance with the evaluation criteria included in the RFP, and the Commission will award a lease, if at all, to the “responsive and responsible offeror” whose proposal is deemed the most advantageous, taking into consideration the evaluation criteria included in this RFP and the rent proposed to be paid by the offeror.

An offeror will be deemed “responsive” if its proposal includes all of the information required by this RFP (see section, below, entitled, “Minimum Requirements”). An offeror will be deemed “responsible” if and only if it possesses, as determined solely by the Town, the experience, integrity, responsibility and financial ability to properly, safely and responsibly conduct a successful camp at the property.

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 RFP. It is the obligation of the offeror to satisfy itself, and to ensure, that the information received by it from the Town or the Town’s representatives is complete and accurate, and to submit any questions regarding such information to the Town in writing before submission of proposals, failing which the offeror shall, if selected as the Camp Operator, be fully responsible for any consequences resulting from such failure.

All questions regarding the RFP must be made in writing and directed to the Chairman of the Conservation Commission at the address listed above. Questions, if any, must be received by the Town no later than November 29, 2010. Questions received after that date will not be reviewed. It is the responsibility of each offeror to ensure that any questions are received by the Town by such date. If the Town, in its sole discretion, determines that a response to a written question is necessary or appropriate, it will respond to the question in the form of written addenda to this RFP, said addenda to be distributed to all parties that requested a copy of this RFP from the Conservation Commission. Offerors are not entitled to rely on any answers of the Town to any questions other than those answers that are contained in written addenda, if any.

PROPOSAL SUBMISSION REQUIREMENTS

Each offeror must include in its proposal (1) all of the information identified in the section entitled “Minimum Requirements,” below, and (2) its proposed rent, using the Form of Price Proposal included in this RFP in **Appendix D**. Proposals not including this information shall be deemed non-responsive. Proposals may be amended or withdrawn only in a signed writing received by the Town before the date established for the receipt of proposals.

MINIMUM REQUIREMENTS

Offerors must satisfy the following minimum requirements to be deemed responsive to the RFP. Therefore, offerors not satisfying the following minimum requirements shall be deemed non-responsive and shall not be eligible for an award of a lease.

Minimum Requirement # 1 – Proposal Must Include a Statement of Understanding of RFP

State in succinct terms the Camp Operator's understanding of what is required by this RFP, the objectives and goals to be achieved, the work involved, and the nature of operating a camp as described herein.

Minimum Requirement # 2 – Proposal Must Identify Offeror's Key Employees

Provide names and curriculum vitae ("CV") of all key persons (all managers and supervisors) who will be employed at or in connection with the camp. The CV of each such person must also have the person's complete educational and work history. It should also include accurate and updated contact information for all of such persons' former employers that are listed on the CV.

Minimum Requirement # 3 – Offeror Must Have Minimum Level of Experience

A minimum of **five years experience successfully operating and managing a summer camp** is required. For the purpose of this requirement, five years experience shall mean operation of a summer camp, similar to the camp contemplated in this RFP, for five summers, which need not be consecutive. The proposal must describe in detail the experience, location and nature of the camps operated and managed, together with the number of attendees for each camp. The proposal must also include the name, number and address of a representative of the owner of each property at which a camp was operated for the five year period.

Minimum Requirement # 4 – Proposal Must Include an Operation and Management Plan

Provide an Operation and Management Plan for the camp. This plan must include the following:

- Detailed description of the facilities (exact buildings) to be used by the offeror in the camp, and how they would be used by the offeror;
- Detailed description of how the Camp Operator will address the deficiencies that currently preclude the issuance of licenses/permits for camp operations;
- Proof of Insurance coverage (commercial general liability, automobile liability and workers' compensation, and such other insurance as is customarily maintained for the operation of a day camp);
- Detailed description of the offeror's staff recruitment plan;
- Detailed description of the offeror's procedure for conducting criminal background (so-called "CORI") checks of all employees;
- Copy of the expected camp budget, including tuitions as well as the fees charged for low income youth and other sources of income required to run the camp
- Detailed description of offeror's safety plan to maintain safety of camp property and attendees.
- A statement regarding public access during camp. How will the offeror maximize public access (for example casual passers-by and joggers) while assuring the safety of the campers,

Minimum Requirement # 5 – Proposal Must Include a Plan to Attract Low Income Children

Provide a detailed plan on how the offeror will attract children from low-income families residing in Westford and other communities, including communities in the Greater Boston region. The plan should include the Offeror's goal (%) of campers on scholarship. A family shall be considered low income under this RFP if its annual taxable income is less than 200 percent of the poverty level amount established by the U.S. Department of Health and Human Services (DHHS). For a family of four, the poverty level amount established by DHHS for 2008 is approximately \$21,200, and therefore, a family of four is low income if its annual taxable income is less than \$42,400.

Minimum Requirement #6- Submission Forms

Provide in addition to the above-referenced documents the following:

1. Form of Rent Proposal
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance
4. Certificate of Authority
5. Disclosure of Beneficial Interests

EVALUATION CRITERIA

The Conservation Commission shall review and evaluate proposals using the following criteria. The Commission shall rate each proposal in writing, according to the ratings stated below. Note that evaluation criterion no. 4. will apply only if interviews of offerors are conducted by the Conservation Commission. If interviews are conducted, all offerors will be interviewed.

1. Evaluation Criterion No. 1: Experience of the Offeror

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| Highly Advantageous: | The offeror has ten or more years of experience successfully operating and managing a summer camp. |
| Advantageous: | The offeror has between five and ten years of experience successfully operating and managing a summer camp. |
| Not Acceptable: | The offeror has less than five years experience operating and managing a summer camp, or has five or more years of such experience but references received by the Town indicate that the experience was not successful and/or included unfavorable comments regarding the offeror's integrity, responsibility, financial ability and/or performance. |

2. Evaluation Criterion No. 2: Offeror's Operation and Management Plan

- | | |
|-----------------------------|--|
| Highly Advantageous: | The offeror's plan includes all information requested, is thorough and exceptionally detailed. |
| Advantageous: | The offeror's plan includes all information requested and contains sufficient detail. |
| Not Acceptable: | The offeror's plan does not include all information requested, or |

includes all information requested but without sufficient detail.

3. Evaluation Criterion No. 3: Offeror's Plan to Attract Children from Low-Income Families

Highly Advantageous: The offeror's plan to attract children from low-income families within and outside of Westford is thorough and well detailed, includes a detailed description of demonstrably effective efforts to be used to attract such children, including specific quantitative goals.

Advantageous: The offeror's plan to attract children from low-income families within and outside of Westford is sufficiently detailed, includes a description of efforts to be used to attract such children.

Not Acceptable: The offeror's plan to attract children from low-income families within and outside of Westford is not sufficiently detailed, and/or fails to include an adequate description of efforts to be used to attract such children.

4. Evaluation Criterion No. 4: Offeror's Interview Performance (only if interviews are performed)

Highly Advantageous: The offeror thoroughly answered all questions posed in the interview and the answers exhibited a comprehensive understanding of the RFP, and all key management employees attended the interview.

Advantageous: The offeror answered all questions posed in the interview and the answers exhibited an understanding of the RFP, and all key management employees attended the interview.

Not Acceptable: The offeror failed to answer all questions posed in the interview and/or the answers failed to exhibit an understanding of the RFP, and/or not all key management employees attended the interview.

**APPENDIX A TO RFP
Diagram of Boys Camp**

(Diagram of Boys Camp follows this page)

**APPENDIX B TO RFP
Form of Lease Agreement**

(Lease Agreement follows this page)

LEASE

ARTICLE I: SUMMARY

1.1 **Key Terms**

a. DATE OF LEASE:

b. LANDLORD: TOWN OF WESTFORD, by and through its Conservation Commission

c. LANDLORD'S ADDRESS: Westford Town Hall
55 Main Street
Westford, MA 01886
Attn: Conservation Commission

d. TENANT:

e. TENANT ADDRESS:

f. PROPERTY: Boys Camp
East Boston Camps Property
Off Depot Street and Nutting Road
Westford, MA

g. LEASED PROPERTY DESCRIPTION: The land and the buildings and improvements thereon shown as Boys Camp on Exhibit A.

h. RENT: As set forth in section 3.1 of this Lease below.

i. TERM OF LEASE: This Lease shall run from _____ and shall terminate on _____, unless renewed as provided in Section 3.1.c below or sooner terminated as provided in Articles VI and VII below.

ARTICLE II: PREMISES

2.1 **Premises**

Landlord does hereby demise and lease unto Tenant those premises ("Premises") described in Section 1.1.g. The Premises are delivered to Tenant and Tenant accepts the Premises in their present condition, "AS IS," and that Landlord has made no representation or warranty of any kind with respect thereto, and that Landlord shall have no obligation to do any work on, or make any improvements to the Premises or the condition thereof.

Tenant shall have, as appurtenant to the Premises, the right to use all public parking areas and any common entrances and exits serving the Premises, in common with others entitled thereto.

The Tenant shall use the Premises for the sole purpose of operating a summer camp, and for all purposes and uses incidental thereto, including but not limited to, the improvement, maintenance and repair of the buildings, improvements and the land for such purposes (the "Permitted Uses"), at Tenant's sole cost and expense, provided that the Premises are used in accordance with the terms of this Lease.

ARTICLE III: RENT; DATE OF OCCUPANCY

3.1 Rent Payment

a. Throughout the term of this Lease, the Tenant shall pay half the annual rent prior to the first day of camp each year of the lease and the other half of the annual rent as of August 1 of each year of the lease. All such payments to be delivered to the Landlord at the mailing address aforesaid or at such other place as the Landlord shall from time to time designate in writing, without notice, demand, off-set or deduction (unless herein specifically authorized).

b. The Rent shall be paid as follows:

c. Landlord may, at Landlord's sole option, extend the term of this Lease for up to five (5) additional years, on the same terms and conditions provided in the Lease, except for the rent payment, by giving at least sixty (60) days prior written notice thereof to Tenant. In the event Landlord decides to grant such an extension, the parties shall execute an amendment to this Lease which shall extend the term of the Lease upon the same terms and conditions herein, except that the parties will renegotiate the amount of the rent payment. No extension of this Lease shall be for a term in excess of five (5) years.

ARTICLE IV: LANDLORD'S COVENANTS

4.1 Ownership and Title

The Landlord warrants and represents that it is the owner of the Premises.

4.2 Quiet Enjoyment

The Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the Landlord, or by any other person(s) for whose actions the Landlord is legally responsible.

The Landlord or its agents may, at reasonable times and without interfering with Tenant's operations, enter the Premises to make repairs or to view the Premises. Landlord shall give Tenant a minimum of twenty-four (24) hours notice for such visits, provided however that Landlord may enter the Premises at any hour and without twenty-four (24) hours notice in the case of an emergency affecting the Premises or the Property.

ARTICLE V: TENANT'S COVENANTS

5.1 Use of Premises

Tenant shall use the Premises only for the Permitted Uses. The Tenant shall, at its expense, obtain any and all licenses and permits necessary for such use and comply with all governmental laws, ordinances and

regulations applicable to the use of the Premises or to undertake any repair, renovations or improvements to the Premises. The Tenant shall not use the Premises in any manner that constitutes a nuisance. The Tenant shall not permit the Premises to be used in any way which would, in the opinion of the Landlord, be extra-hazardous or which would increase or render void the fire insurance on the Premises. Per the requirements of the East Boston Camps Master Plan referenced in the Conservation Restriction in place on the property, the maximum number of campers at any given time shall not exceed 200.

5.2 Compliance With Applicable Laws and Removal of Liens

Tenant shall comply with all laws, orders and regulations of federal, state, county and city authorities, and with any of Landlord's rules and regulations which may be set forth in this Lease, all of which are applicable to Tenant's use of the Premises.

5.3 Annual Reports.

Each December, commencing in December 2011, Tenant shall submit to the Landlord a report of the number of students provided scholarships and the total amount of such scholarships for the preceding calendar year.

5.4 Assignment and Subleasing

Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which consent shall be exercised in the Landlord's sole discretion. Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the Tenant's interest in the Lease by operation of law.

5.5 Improvements, Alterations and Additions

a. The Tenant shall not construct permanent or temporary subsurface or surface structures or make any other improvements on the Leased Premises unless Tenant has obtained Landlord's prior written approval. Landlord's approval shall not be unreasonably withheld. All such allowed or required alterations or additions shall be at Tenant's expense, and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to Landlord.

The Tenant shall follow all required reporting and treatment and disposal procedures per state and local regulations should they wish to repaint any building surfaces on which lead paint has been found and shall inform the Landlord of their intent to do so prior to commencing the work. Copies of all required reports shall be submitted to the Landlord.

The Tenant shall test for the presence of asbestos in any floor or ceiling tiles not previously tested that they may wish to replace and shall follow all required reporting and treatment and disposal procedures required under state and local regulations should they wish to replace said tiles. Copies of all test results and required reports shall be submitted to the Landlord.

b. The Tenant shall procure all necessary permits before undertaking any work on the Premises, including without limitation any structural alterations, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify the Landlord from all injury, loss or damage to any person or property occasioned by such work. The Tenant shall at all times comply with, to the extent the same are applicable, (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) plans and specifications (which shall be prepared by and at the expense of the Tenant and approved by the Landlord prior to beginning any work). The Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to the Landlord and agrees to submit certificates evidencing such coverage to the Landlord prior to the commencement of and during the continuance of such work.

c. Should any improvements, alterations or repairs be made to the Premises or material be furnished or labor be performed therein or thereon by or on behalf of the Tenant, as permitted under the terms of this Lease, the Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such improvements, alterations and repairs shall be done and materials and labor furnished at the Tenant's expense, and the laborers and men furnishing labor and materials to the Premises or any part thereof shall release the Landlord and the Premises from any liability.

d. All alterations and additions made to the buildings and improvements on the Premises made by Tenant shall become the exclusive property of the Landlord upon completion.

5.6 Utilities; Maintenance and Repairs

a. Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises. Tenant shall keep the Premises, including, without limitation, the electrical fixtures, the landscaping (including, without limitation, keeping the grass neat and cut, the parking areas of the Premises, all wiring and lighting, all plumbing and utility lines serving the Premises, the heating system and the fire protection equipment and systems serving the Premises, in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant shall also, at its sole expense, keep and maintain the Premises in a clean and orderly condition, free of rubbish and unlawful obstructions. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

b. If repairs are required to be made by the Tenant pursuant to the terms hereof, the Landlord may demand that the Tenant make the same forthwith, and, if the Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within ten (10) days after such demand, or forthwith in the case of emergency repairs, the Landlord may (but shall not be required to do so) make or cause such repairs to be made and shall not be responsible to the Tenant for any loss or damage that may accrue to the Tenant property or business by reason thereof. Except in the case of emergency repairs, such repairs made or caused to be made by the Landlord shall not unreasonably interfere with the Tenant's operation of the permitted uses in the Premises. If the Landlord makes or causes such repairs to be made, the Tenant agrees

that the Tenant will forthwith, on demand, pay to the Landlord the cost thereof and, if the Tenant shall default in such payment, the Landlord shall have the remedies provided herein as for default of the Lease.

5.7 Yield Up at Termination of Lease

Tenant shall at the expiration or other termination of this Lease remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted.

5.8 Indemnification

a. Tenant's Indemnification of Landlord. Tenant agrees to defend, indemnify and save harmless the Landlord from and against all claims, expenses or liability of whatever nature, however caused, to any person, or to the property of any person, in or about the Premises, where such accident, injury or damage results or is claimed to have resulted from (a) Tenant's use of the Premises or any act, omission or negligence on the part of the Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under the Tenant, (b) any failure on the part of Tenant to comply with any provision or term required to be performed or complied with by Tenant under this Lease, (c) for the death, injury or property damage suffered by any person relating in any way to Tenant's exercise of its rights under this Lease, and (d) from any and all costs and expenses incurred in connection with any cleanup, remediation, removal or restoration work required by any federal, state or local government authority because of the presence of any Hazardous Substances on or about the Premises to the extent Tenant caused or contributed to such environmental occurrence.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys fees, and the defense thereof with counsel acceptable to the Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

b. Landlord's Indemnification of Tenant. Landlord agrees to defend, indemnify and save harmless the Tenant, to the extent permitted by law, from and against all claims, expenses or liability of whatever nature, however caused, to any person, or to the property of any person, in or about the Premises, where such accident, injury or damage results or is claimed to have resulted from (a) Landlord's reckless or willful conduct, and (b) any failure on the part of Landlord to comply with any provision or term required to be performed or complied with by Landlord under this Lease. c.. To the maximum extent this Lease may be made effective according to law, the Tenant agrees to use and occupy the Premises at the Tenant's own risk, and the Landlord shall have no responsibility or liability to Tenant for any injury or death to any persons entering the Premises pursuant to this Lease, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of Tenant, or of anyone claiming by or through Tenant, that are brought upon the Premises pursuant to this Lease, or for any loss or damage to fixtures or other personal property of the Tenant or any person claiming by, through or under the Tenant.

d. The provisions of this Section 5.7 shall survive the expiration or any termination of this Lease.

5.9 Insurance

a. The Tenant agrees to maintain in full force so long as this Lease remains in effect and there-after so long as the Tenant is in occupancy of any part of the Premises, a policy of General Liability,

Abuse & Molestation Liability, Property Damage, Automobile Liability, Workers' Compensation, and Umbrella Liability insurance under which the insurer agrees to indemnify and hold the Landlord, and those in privity of estate with the Landlord, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Section 5.7 above, in the broadest form of such coverage from time to time available in Massachusetts. Each such policy shall be non-cancelable and non-amendable with respect to the Landlord and the Landlord's designees without thirty (30) days prior written notice to the Landlord and the Landlord's designees, and a duplicate original or certificate thereof shall be delivered to the Landlord within five (5) business days from the date of this Lease.

- b. The minimum limits of Tenant's insurance shall be as follows:
 - a. General Liability shall be no less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate for bodily injury and property damage.
 - b. Abuse and Molestation shall be no less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.
 - c. Automobile Liability shall be a combined single limit of no less than One Million Dollars (\$1,000,000) for bodily injury and property damage.
 - d. Workers' Compensation with Employers Liability limits of no less than \$500,000 each accident, \$500,000 per employee, and \$500,000 policy limit.
 - e. Excess Liability shall be no less than Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate and shall include all lines of coverage.

However, the Landlord shall have the right to require the Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require the Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

c. The Landlord shall have the same rights and remedies for the non-payment by the Tenant to the Landlord of amounts due on account of insurance premiums as the Landlord has under this Lease for the failure of the Tenant to pay the Rent.

d. The Tenant agrees that it shall continuously keep its fixtures, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by the Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after the Tenant enters the Premises, no less often than annually thereafter, and at any other time upon the request of the Landlord, the Tenant shall furnish to the Landlord evidence of such continuous insurance coverage satisfactory to the Landlord. It is understood and agreed that the Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

e. Lessor shall be named as an additional insured on a primary and non-contributory basis (on all lines except Employers Liability) and all lines must include a waiver of subrogation. All required insurance shall be written with such companies qualified to do business in Massachusetts, as the Tenant shall select and the Landlord shall approve, which approval the Landlord agrees not unreasonably to withhold.

f. The proceeds of such insurance, subject to the requirements of any mortgage on the Premises, shall be a trust fund for the purpose of covering the cost of restoration or repair of the Premises to its former condition in accordance with the terms and provisions of this Lease, all as hereafter provided, and any balance remaining after full payment of all such cost and expense of restoration or repair shall be paid over to the Tenant.

g. Throughout the term of this Lease, the Tenant shall furnish to the Landlord all policies of insurance or renewal policies or certificates of insurance, all as may be required by any of the foregoing provisions, not later than thirty (30) days prior to the date when other insurance coverage maintained in accordance with their terms of this Lease is scheduled to expire. Without limiting the Landlord's other rights under any other provisions of this Lease, if the Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of five (5) days following written notice by the Landlord to the Tenant thereof, then the Landlord, without further notice to the Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as additional Rent on demand.

h. Tenant hereby waives any and all rights of recovery which it might otherwise have against the Landlord, its agents, employees and other persons for whom the Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

i. The Landlord agrees to maintain a policy of insurance upon the Premises, with such deductibles as the Landlord deems advisable, insuring against fire and the risks covered by extended coverage endorsements, subject to appropriate co-insurance requirements, but specifically excluding any property of the Tenant or fixtures installed by the Tenant. The Tenant agrees to reimburse the Landlord, on demand, for the entire cost of any increases in insurance premiums resulting from Tenant's use of the Premises.

ARTICLE VI: CASUALTY; EMINENT DOMAIN

6.1 Casualty Loss; Taking by Eminent Domain

a. For the purposes of this section, "substantial part" shall be defined as that portion of the property which if damaged or taken by eminent domain would materially affect the use of the Premises for the purposes set forth in Section 5.1 above.

b. If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the purposes for which it is then being used by the Tenant, then this Lease shall terminate at the election of either the Landlord or the Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

c. If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall proceed with reasonable diligence to repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking.

d. In the event of a taking by eminent domain, the Landlord shall have, and hereby reserves and excepts, and the Tenant hereby grants and assigns to the Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. The Tenant covenants to deliver such further assignments and assurances thereof as the Landlord may from time to time request, hereby irrevocably designating and appointing the Landlord as its attorney-in-fact to execute and deliver in the Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent the Tenant from prosecuting in any condemnation proceedings a claim for the value of any of the Tenant's fixtures installed in the Premises by the Tenant at the Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by the Landlord from the taking authority.

ARTICLE VII: DEFAULT

(a) In the event that:

- i. Tenant fails to pay Rent, other charges or additional rent within the time specified in this Lease and such default continues for ten (10) days after written notice thereof,
- ii. Tenant defaults in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days after written notice,
- iii. Tenant files a petition in bankruptcy under any bankruptcy act or makes an assignment for the benefit of creditors, or
- iv. Involuntary proceedings under any bankruptcy law are initiated against the Tenant or a receiver or trustee is appointed for the Tenant and such proceedings are not dismissed or the receivership or trusteeship vacated within thirty (30) days,

then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. Tenant shall indemnify Landlord against all loss of rent and other payments, which Landlord may incur by reason of such termination during the residue of the term. If Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any provision of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest and costs, shall be paid to Landlord by Tenant as Additional Rent.

c. The Landlord shall not be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

d. Without limiting any of the Landlord's rights and remedies hereunder, and in addition to all other amounts the Tenant is otherwise obligated to pay, it is expressly agreed that the Landlord shall be

entitled to recover from the Tenant all costs and expenses, including reasonable attorneys' fees, incurred by the Landlord in enforcing this Lease from and after the Tenant's default.

ARTICLE VIII: MISCELLANEOUS

8.1 Amendments

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

8.2 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

8.3 Force Majeure

In any case where either party hereto is required to do any Act, delays caused by or resulting from war, fire, flood or other casualty, unusual regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

8.4 Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Westford shall be personally liable to the Tenant or any partner thereof, or any successor in interest or person claiming through or under the Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

8.5 Notice

Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in Section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

8.6 Exhibits and Riders

The Exhibits and Riders attached hereto are made a part of this Lease for all purposes.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

LANDLORD:

TOWN OF WESTFORD, by its
CONSERVATION COMMISSION

By: _____

DATE: _____, 2010

TENANT:

By: _____

DATE: _____, 2010

By: _____

DATE: _____, 2010

APPENDIX C TO RFP

TOWN OF WESTFORD

REQUEST FOR PROPOSALS TO LEASE FOR CAMP OPERATIONS A PORTION OF THE EAST BOSTON CAMPS PROPERTY OWNED BY THE TOWN OF WESTFORD

NOVEMBER, 2010

East Boston Camps – Requirements for buildings for obtaining permits necessary to operate a summer day camp

This document summarizes the information developed during an inspection of selected camp buildings on the East Boston Camps property, for the purposes of determining what repairs or renovations would be required to the buildings in order for the buildings to be deemed suitable for a summer day camp operation and qualify for the necessary permits. (These are for a day camp only. There may be additional requirements for an overnight camp.)

It is important to understand that there are multiple types of permits relevant to East Boston Camps, and the notes below collect comments about several of these types. Specifically, at least these distinctions are relevant:

- (1) Day Camp requirements. These are requirements that would apply to a day camp. These are delineated with “(D)”.
- (2) ADA compliance requirements. Facilities must make “accommodation” for people with disabilities. There appears to be considerable discretion in how that requirement might be interpreted, but the spirit is that the disabled should have reasonable access. For the cabins, for example, this might mean that a subset (one?) have a ramp. These requirements are denoted with “(ADA)”, but may not be complete.
- (3) Building Inspector requirements. Building Inspector requirements may overlap with the above, but these were specifically called out. They are denoted with “(BI)”

For a summer day camp operation, the buildings need to pass inspection for the following permits:

Food Service Permit – Board of Health (if food is being prepared)
Day/Recreational Camp Permit – Board of Health
Occupancy Permit – Building Inspector
Compliance Statement from Fire Department

BUILDING LIST

Nurse's Cabin

- 1) (D) Plug holes where pipes pass through walls.
- 2) (D) All bathroom fixtures must be in working order.
- 3) (D) Repair as necessary the shower so that it is in working order.
- 4) (BI) Install EXIT signs if the cabin is used as a nurse's station. Not necessary if used only as a rental.)
- 5) (D) Clean and seal floors – no loose or missing tiles.
- 6) (D) Fix all windows, replace broken glass and screens.

Staff Cabin (Cook's Cabin)

- 1) (D) Replace all missing switch plates.

Cabins: (White Cloud - Dawn Doe - White Eagle - Sioux Lodge - Morning Star - Broken Arrow)

These are camper cabins, and are little more than shelters with bed frames in them. As a group, the following should be attended to:

- 1) (D) There should be no holes in the floors, walls, soffits, etc. – the “daylight rule” applies here.
- 2) (D) They need good general cleaning.

Bath House

- 1) (D) Complete renovation or replacement of the water heater shed behind the bath house. This includes mold removal, fixing holes in the roof, and repair of the walls.
- 2) (D) Plug all holes inside and to the outside, under the sinks, behind toilets, etc. – the “daylight rule” applies here.
- 3) (D) Ensure the shower room is functional and replace all shower heads. Clean the shower room and check drains and drain covers, check for cracks in the floor.
- 4) (D) Remove all mold in shower room, including exterior walls of the shower room.
- 5) (D) Check cracked urinals for leaking.
- 6) (D) Verify that all plumbing operates as intended and does not leak.
- 7) (D) Roof must be weather tight.

Nashoba Lodge Building

- 1) (D) Cover or repair holes on walls where the electrical service enters the building.
- 2) (D) Repair hole and door and replace the threshold by the entry door closest to the duplex building.
- 3) (BI) Install emergency lighting.
- 4) Perform a general cleanup.
- 5) (D) Fix holes in ceiling – replace broken ceiling tiles.
- 6) (D) Repair / replace light fixtures in middle row of lights that has wires hanging down.
- 7) (BI) Install EXIT signs.

(D) Bathroom Facility Requirements

A day camp operation would need to meet requirements for separate bathroom facilities for males and females, requirements for the number of stalls, and ADA accessibility requirements. Intermediate options might include use of the Nurses quarters for one gender and/or porta-potties.

**APPENDIX D TO RFP
Form of Rent Proposal**

EAST BOSTON CAMPS 2010 CAMP LEASE

Submit this form and attachments with your proposal in a sealed envelope, clearly marked on the outside as **"Proposal for Lease of East Boston Camps Property."**

Offeror acknowledges receipt of the following addenda: _____

Offeror Name: _____

Offeror Address: _____

Name of Signatory: _____

Title of Signatory: _____

Offeror proposes to conduct a day and/or overnight camp operation on a portion of the East Boston Camps property for the nine(9) weeks beginning the last week of June thru August of 2011-2015 and pay to the Town the following lump sum rent: *Half the annual rent to be paid prior to the first day of camp of each year of the lease and half as of August 1 of each year of the lease.*

Figure: \$ _____

Words:

In the event of a discrepancy between words and figures, the greater of the two shall constitute the license fee.

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 work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

(Note: This form must be included in the proposal submission)

TOWN OF WESTFORD

Request for Proposals

Lease of Portion of East Boston Camps

APPENDIX E

Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

“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.”

(Please Print)

Authorized Official’s Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

(Note: This Form must be included in the proposal submission)

TOWN OF WESTFORD

Request for Proposals

Lease of Portion of East Boston Camps

APPENDIX F

Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

Tax ID. Number: _____

(Note: This Form must be included in the proposal submission)

TOWN OF WESTFORD

Request for Proposals

Lease of Portion of East Boston Camps

APPENDIX G

Certificate of Authority

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS ZIP CODE TEL. # _____

Business: _____

Home: _____

(2) If a Partnership _____

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____

TOWN OF WESTFORD

Request for Proposals

Lease of Portion of East Boston Camps

EXHIBIT H

DISCLOSURE OF BENEFICIAL INTEREST IN REAL PREMISES TRANSACTION

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 Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real Premises described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of Westford
[Name of Jurisdiction]

2. Complete legal description of the Premises:

3. Type of transaction: Sale X Lease or rental for [term]:

4. Seller(s) or Lessor(s): Town of Westford

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 Premises described above.

Note: If a corporation has, or will have a direct or indirect beneficial interest in the real Premises, 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 10 percent 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 Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name

Title or Position

6. This section must be signed by the individual(s) or organization(s) entering into this real Premises transaction with the public agency named in Item 1. If the 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 Division of Capital Planning and Operations within 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: _____

(Note: This Form must be included in the proposal submission)