

**AMESBURY PUBLIC
SCHOOL DISTRICT**

**REQUEST
FOR
PROPOSALS**

FOR

**LEASE OF SPACE FOR
INNOVATION HIGH SCHOOL
FY 2018 – 2022**

Proposals Due: 2:00 P.M., July 10, 2017

INTRODUCTION

The Amesbury Public Schools is seeking proposals to provide for the lease of space for the Amesbury Innovation High School in accordance with the specifications included in this Request for Proposals. This will be a fifty-nine (59) month lease for approximately 6,000 square feet of space required by August 1, 2017. The District is ideally interested in space that would be located in or near downtown Amesbury and would consist or need build-out of four (4) classrooms and six (6) offices. The space would need ample parking with at least twenty (20) spaces or more. The space must have at least two restrooms and a space for a kitchen or lunchroom. It would also require space for a meeting room as well as a recreational area for students.

GENERAL REQUIREMENTS

Qualified proposers (vendors) are invited to submit a proposal in response to the Request for Proposals (RFP). Before submitting a proposal, each proposer must make a careful study of all specifications and proposal/contract requirements and fully assure themselves as to the quality and quantity of the leased space as required by this RFP.

The successful proposer will be bound by all applicable statutory provisions of laws of the Federal Government, the Commonwealth of Massachusetts, the City of Amesbury and the Amesbury Public Schools.

Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the Director of Finance & Operations. Conditional proposals will not be accepted. The District reserves the right to reject any and all proposals, to waive any irregularities, to allow exceptions to the attached specifications and to make an award in a manner deemed in the best interest of the District.

If at the time of the scheduled RFP due date, the Amesbury Public Schools Superintendent's Office is closed due to inclement weather or another unforeseeable event, the RFP due date and time will be extended until 2:00 P.M. on the next normal business day. Submissions will be accepted until that date and time.

As provided by Massachusetts General Law, Chapter 64H, section 6(d), purchases made by the Amesbury Public Schools are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

The successful proposer will not be permitted to either assign or underlet the contract/lease nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the prior written consent of the Director of Finance & Operations.

All submitted technical proposals and associated price proposals must be guaranteed to the Amesbury Public Schools for a period of sixty (60) calendar days from the RFP submission date. By or before that date the Amesbury Public Schools will make a decision to either issue a contract or reject all proposals that were received. On either the date a contract is issued or the 61st day after the submission date, whichever shall occur first, all proposals will become public information.

The successful proposer will be required to indemnify the District for all damage to life and property that may occur due to the Proposer's negligence or that of their employees, subcontractors, etc., in connection with the property/premises to be offered for lease including any work performed or business conducted on or at said property by the Proposer, his agents, subcontractors, etc., or other tenants other than the Amesbury Public Schools, during any part of any negotiations or while a lease agreement may be in effect with the Amesbury Public Schools.

The proposal must cover all contingencies, including the meeting of all requirements under the provisions of Massachusetts General Laws, Chapter 30B and Chapter 7C, Section 38, which

require a Disclosure of Beneficial Interests to be filed with the Deputy Commissioner of the Division of Capital Asset Management.

If proposers have any questions concerning the terms of and conditions set forth in this Request for Proposals, said questions must be submitted in writing to the Director of Finance and Operations no later than five (5) business days prior to the date provided for submission of proposals. No further consideration will be given after the proposal opening.

Proposals may be withdrawn without penalty prior to the time and date specified for the proposal submission deadline. Requests to withdraw a proposal must be made in writing, addressed to the Director of Finance and Operations.

All RFP proposal requirements, including these General Requirements shall constitute a part of the contract/lease. A copy of the successful proposer's offer/proposal will be incorporated herein and made a part of the contract/lease as well.

Governing Law & Entire Agreement

This contract and any disputes hereunder will be construed and interpreted in accordance with the laws of Massachusetts. The Vendor agrees that any and all legal proceedings between the parties, regardless of legal theory, will be brought exclusively in a state or federal court in Massachusetts and the Vendor consents to such jurisdiction.

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract will not be modified or amended except by a written document executed by the parties hereto.

1. TECHNICAL PROPOSAL – GENERAL CONDITIONS AND REQUIREMENTS

Any/all property (the "premises") offered to the Amesbury Public Schools for use to house the "Amesbury Innovation High School" comes with the following requirements/restrictions that the successful proposer will be bound to as part of the contract for the lease of said premises.

1. In accordance with the provisions of the Massachusetts General Law, Chapter 30B, the Amesbury Public Schools, through the Office of the Director of Finance and Operations, is seeking to lease premises for a location in which to operate the Amesbury Innovation High School. The District is seeking to begin the lease on August 1, 2017, and continue on for fifty-nine (59) months, ending June 30, 2022. Premises to be leased will be acquired under the provisions of Massachusetts General Laws, Chapter 30B §16, according to the evaluation criteria listed in this Request for Proposals.
2. As such, the Amesbury Public Schools is requesting proposals from interested parties who wish to lease their premises to the District for this said purpose. All premises to be considered must be located within the City of Amesbury, Massachusetts.

3. R.F.P. submissions must include the property location by street address, owner(s) name(s), address and telephone number, and area in square feet of premises offered. Description of available parking, number of spaces and location of parking in relation to the premises. A plan showing the layout of the premises is requested if available. RFP proposals for only a portion of the premises must state the area in square feet that is being offered.
4. The terms and conditions of the Lease offered must be acceptable to the District, including, but not limited to, certification that the premises are in compliance with environmental and hazardous waste laws, the Proposer is not actively engaged in any activity to cause the discharge or accumulation of hazardous waste, that the premises are not in violation of any applicable zoning, building, or subdivision laws or regulations, and that the Proposer has obtained all applicable approvals, licenses or other permits from any governing City Department or Boards. Premises/sites offered must be properly zoned to allow for Amesbury Innovation High School to take immediate occupancy.
5. The Proposer will grant a right of entry to the District and its agents to conduct all such necessary investigations, inspections and measurements as may be required in the District's judgment, necessary to determine if the offered premises are suitable for the District's use.
6. The Proposer may be an individual or group of owners who wish to combine their properties, or any parts thereof, for the purpose of offering said premises for lease to the Amesbury Public Schools in response to this RFP.
7. Termination of Lease: In the event that the Amesbury Innovation High School's program is discontinued by the District, the District will have the right to terminate this lease, without penalty, upon sixty (60) days' written notice to the property owner or property owner's agent.
8. The performance and payment obligations of the District for years 2, 3, 4 and 5 of the lease will be subject to appropriation or availability of funds. If the District should not, for any reason, at any time, appropriate or otherwise make available, funds to support continuation of performance in any fiscal year succeeding the first year, the Director of Finance & Operations will cancel any contract pursuant to this RFP without penalty upon sixty (60) days' written notice to the property owner or property owner's agent.
9. Lease payments will be made the first week of the month for each month's use of the premises.
10. Amendments to the lease, if any, must be in writing, signed by both the Amesbury Public Schools and the property owner (or owner's agent). Amendments must be agreeable to both parties.
11. There will be no activities allowed at the premises, or language included in the lease, that would constitute a violation of the conflict of interest law (M.G.L. Chapter 268A).

12. The lease will constitute the entire agreement between the Amesbury Public Schools and the property owner; there will be no agreements other than those incorporated into the lease.

2. DESCRIPTION/ATTRIBUTES OF PREMISES BEING SOUGHT

1. Premises offered must be available for immediate use. Any build-out/fit-ups that may be necessary to accommodate the District's needs should be minimal, and able to be completed by August 15, 2017 and without interruption to the School's operation. Ideally the District would like a space that allows for flexibility in room sizes/layout.
2. Premises must offer accessibility to the population of intended District employees and attending students.
3. The Premises must be located within the physical boundaries of the City of Amesbury, Massachusetts. All sites/locations offered will be considered. Proximity to downtown and public transportation routes is highly desired.
4. The premises must be accessible and useable by the Amesbury Public Schools, 24 hours a day, 7 days per week, 365 days per year.
5. Functionality of building components will be reviewed, such as handicap/ADA accessible entry, handicap/ADA accessible restrooms (or the ability to easily and quickly install such), whether it is a single story site, adequate, up-to-day heating and air conditioning capabilities, including temperature control abilities, adequate electrical service and lighting levels for school use, etc.
6. The premises should have a security/alarm system on all entry/exit points.
7. The premises must be equipped with a code compliant fire sprinkler system and proper number of fire extinguishers.
8. Ability to accommodate an internet connection for a computer network; must have adequate data, phone and cable outlets installed throughout the premises.
9. What the security level of the premises is, location of other businesses within the proximity of the offered site that are open during daytime, evening and weekend hours, is exterior lighting sufficient for safety and security purposes, etc.
10. Availability of suitable parking, is the parking surface in good condition, safe/secure for patrons to use, is it adjacent or close to the leased premises, requiring a minimum of at least twenty (20) spaces.

11. Overall size of facility needed would be ideally 6,000 to 7,000 square feet. However, the District will consider all sites offered, and interested proposers are strongly encouraged to submit a proposal.
12. The premises must have a breakroom with a functional kitchen/kitchenette with countertop space, cabinets and/or shelves for storage of typical food items.
13. Monthly lease cost to include all taxes, insurance, water/sewer charges, common area maintenance and repair, and snow removal.

3. COMPARATIVE SELECTION CRITERIA

Each of the following questions pertains to requirements listed in this R.F.P. These questions will be used by the Selection Committee in reviewing all Technical Proposals submitted. Each question will receive one rating of either: Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. The rating each question receives will be used to compile a composite rating for each proposal, to be used in the Selection Process segment of this R.F.P. If any question receives a rating of “Unacceptable” that proposal will be REJECTED.

1. The offered premises’ overall suitability to the needs of the Innovation High School’s program:

Highly Advantageous: Offered premises provides/meets all of the program’s needs.

Advantageous: Offered premises provides/meets most of the program’s needs.

Not Advantageous: Offered premises provides/meets only some of the program’s needs.

Unacceptable: Offered premises does not provide for or meet many of the basic program needs.

2. The location of the offered premises:

Highly Advantageous: The premises are centrally located in downtown Amesbury, near public transportation routes.

Advantageous: The premises are centrally located near the center of Amesbury, near public transportation routes.

Not Advantageous: The premises are located within Amesbury, but not near the center, and/or not near public transportation routes.

Unacceptable: The premises are not located within the City of Amesbury.

3. Availability of the offered premises for immediately occupancy:

Highly Advantageous: The premises are available for immediate occupancy in their present condition.

Advantageous: The premises require minimum build-out before/during occupancy, build-out timetable less than thirty (30) days for full completion.

Not Advantageous: The premises require moderate/major build-out to allow for occupancy, build-out timetable more than thirty (30) days for full completion.

Unacceptable: The premises requires complete build-out to allow for occupancy, build-out timetable more than six (6) months for full completion.

4. SELECTION PROCESS

The Amesbury Public Schools will evaluate all proposals based upon the criteria stated in Sections 2 and 3 above received from responsive and responsible proposers. The Amesbury Public Schools will select the proposal to be deemed in the best interest of the District.

One lease will be entered into with the one responsive and responsible proposer who the selection committee determines offers the most advantageous proposal, taking into consideration all premise and lease requirements and comparative selection criteria set forth in this R.F.P. Emphasis in selecting a proposal will be placed on the offered premises suitability to meeting the needs of the Innovation High School's program.

If the Amesbury Public Schools determines that none of the proposals received offers acceptable premises or an acceptable lease, or none are from a qualified proposer, then all proposals will be rejected and this Request for Proposals will be cancelled and no lease will be entered into.

The Amesbury Public Schools reserves the right to reject any or all proposals if it shall be deemed in the best interest of the District to do so.

The issuance of this Request for Proposals does not commit the District to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any services.

5. SUBMISSION REQUIREMENTS

Proposers must be able to comply with all of the RFP specifications in order for your proposal to be accepted. Please read all of the RFP specifications and follow all instructions in preparing your RFP response. Failure to respond properly may result in the rejection of your proposal.

Sealed proposals for the Lease of Space for Amesbury Innovation High School, FY 2018 – 2022 will be received in the Office of the Director of Finance and Operations, Amesbury Public Schools, 5 Highland Street, Amesbury, MA 01913 until the deadline for submission stated below, at which time all proposals received will be recorded in the presence of such proposers as desire to be in attendance. No proposals will be accepted after the time and date specified.

Proposers must submit one (1) original and four (4) exact copies of the Technical Proposal with all required information included and one (1) copy of the Price Proposal. The Technical Proposal and the Price Proposal must be submitted in separate, sealed envelopes bearing on the outside, the name and address of the Proposer, addressed to the Director of Finance and Operations, Amesbury Public Schools. The Technical Proposal must be properly filled out, signed, sealed and endorsed, and must NOT include any pricing information. Telephone responses and faxed replies will not be accepted. No responsibility will be attached to any person or persons for the premature opening of proposals not properly marked.

The Technical Proposal envelope must be labeled:

“Lease of Space for Amesbury Innovation High School FY 2018 – 2022 – Technical Proposal”

The Price Proposal envelope must be labeled:

“Lease of Space for Amesbury Innovation High School FY 2018 – 2022 – Price Proposal”

Complete proposal packages must be received by:

2:00 P.M. July 10, 2017

In the Office of the Superintendent

Attn: Joan Liporto, Director of Finance and Operations

Amesbury Public Schools

5 Highland Street

Amesbury, MA 01913

Each firm desirous of consideration will submit the following:

1. All Technical and Price Proposals must be signed by the Proposer or a representative of the Proposer authorized to act on behalf of the Proposer.

2. The Company Information form, Non-Collusion form, Tax Certification form, Certificate of Authority form, Disclosure Statement, Reference form and Addenda Acknowledgement form must be included with your Technical Proposal submission.
3. All Price Proposals must state firm pricing for all months listed on the form.
4. All information as required/requested under the General Conditions & Requirements.
5. Identify the property owner(s) name and address. Identify the property owner's agent if any.
6. State address of premises offered, square footage, as well as any other identifying information or unique premises attributes.
7. Identify how many rental units are contained in the premises, whether all said units are occupied, and the name of all said tenants.
8. Proposers must submit a copy of the lease agreement that they would require the District to enter into for the lease of the offered premises. The District reserves the right to make changes and/or alter the lease agreement, all such changes to be agreeable to the property owner.
9. All other information as necessary to comply with the requirements of this Request for Proposals as well as any other information that the Proposer believes would be beneficial to the District in considering your proposal. It is understood and agreed that upon written request from the District, a proposer may be required to submit further information to aid the District in reviewing the offered premises.

Proposal packages are available in person at the Amesbury Public Schools Superintendent's Office, c/o Amesbury High School, 5 Highland Street, Amesbury, MA 01913, or by email request to liportoj@amesburyma.gov, There is no cost to obtain the RFP documents.

Addenda: If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all interested parties of record through the addresses given that received copies of this original RFP. Addenda will be sent to the email that requested the RFP.

Questions: Any request for further information should be directed in written form to:

Joan Liporto, Director of Finance & Operations
liportoj@amesburyma.gov

COMPANY INFORMATION FORM

NOTE: If the bidder is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts? Yes ____
No ____.

If the bidder is selected for the work referred to above, it is required under M.G.L., c. 30 §39L to furnish the awarding Town/City a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c.181 §§3, 5 and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual:

Name: _____

Residence: _____

REQUIRED CERTIFICATIONS

1. Certification of Good Faith (Non-Collusion). Pursuant to M.G.L. c.30B, §10, the undersigned certifies under penalties of perjury that the quote, 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.

SIGNED: _____
Name of person signing bid or proposal

TYPED NAME & TITLE: _____

Company: _____

DATE: _____

2. Certification that State Taxes are Filed and Paid: Pursuant to M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that, to the best of their knowledge and belief, said individual/company/corporation is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

BY: _____
Signature of Individual/Corporate Name (Mandatory)
Corporate Officer (Mandatory, if applicable)

Social Security number (voluntary) or
Federal Identification Number

DATE: _____

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING
REAL PROPERTY. M.G.L. c 7C, s. 38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY: _____

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: _____

(3) PUBLIC AGENCY PARTICIPATING IN TRANSACTION: _____

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant

_____ Seller/Grantor _____ Buyer/Grantee

_____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

REFERENCE FORM

PLEASE PROVIDE REFERENCES OF SIMILAR CUSTOMERS/SCHOOL DISTRICTS IN MASSACHUSETTS TO WHOM YOU ARE PROVIDING THIS SIMILAR SERVICE.

#1. NAME: _____
ADDRESS: _____
PHONE: _____

#2. NAME: _____
ADDRESS: _____
PHONE: _____

#3. NAME: _____
ADDRESS: _____
PHONE: _____

ACKNOWLEDGEMENT OF ADDENDA

The proposer acknowledges receipt of the following addenda:

Addenda # _____

Addenda # _____

Addenda # _____

Addenda # _____

OR

None: _____

Signature of Authorized Agent

Company Name

Printed Name & Title

Date

PRICE PROPOSAL INSTRUCTIONS

PROPOSAL PRICING

Proposers must submit pricing to cover all of the lease items required in this R.F.P.

Proposal pricing (i.e., monthly lease prices) must include the cost of the monthly lease, all applicable taxes, insurance, water and sewer charges, common area maintenance charges, all snow plowing, snow removal, sanding and salting costs.

All other costs not specified above will be paid directly by the Amesbury Public Schools.

Build-out costs, if any, are not to be included in the proposal pricing. Build-out costs will be negotiated between the District and the Lessor. Selected finalists will be required to submit a build-out cost proposal to the Amesbury Public Schools as part of the R.F.P. review process. Costs of any required leased space build-out will be taken into consideration in making the final selection.

Build-out costs, if any, will be invoiced separately to the Amesbury Public Schools, when and if any build-out of leased space is required.

Proposers must submit pricing for all required items on the Price Proposal form. Do not leave any item blank.

The District reserves the right to negotiate any lease price(s) submitted by a perspective proposer.

PRICE ESCALATION CLAUSE

Prices offered by the proposer must be firm and not subject to increase during the term of the contract. Price escalation clauses over and above the total submitted proposal price(s) are not allowed. Only the total proposal price(s) will be accepted. Proposers cannot insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted proposal price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your proposal.

PRICE PROPOSAL FORM

(to be returned as the Price Proposal separate from Technical Proposal)

LEASE OF SPACE FOR AMESBURY INNOVATION HIGH SCHOOL

This Price Proposal must be submitted in a separate sealed envelope. Please refer to the section titled "Submission Requirements", in the technical portion of this document for full instructions.

Please provide Street Address of Premises offered as stated in your Technical Proposal submission:

The Proposer must list the prices they will accept for the monthly lease:

Monthly Lease Price for Months 1 through 11 (August 1, 2017 – June 30, 2018): \$ _____

Monthly Lease Price for Months 12 through 23 (July 1, 2018 – June 30, 2019): \$ _____

Monthly Lease Price for Months 24 through 35 (July 1, 2019 – June 30, 2020): \$ _____

Monthly Lease Price for Months 36 through 47 (July 1, 2020 – June 30, 2021): \$ _____

Monthly Lease Price for Months 48 through 59 (July 1, 2021 – June 30, 2022): \$ _____

Signature of Authorized Agent

Company Name

Printed Name & Title

Date