



# **INVITATION FOR BID. "IFB"**

## **INTEREST BID FORM #1**

***Instructions: If your firm/company is interested in responding to this BID, then BID Form #1 MUST be submitted to the Office of Financial Services immediately following download. This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.***

<b>Awarding Authority:</b>	<b>City of Brockton Brockton Public Schools</b>
<b>Contract / Bid Number:</b>	<b>2280-0037</b>
<b>Name of Bid:</b>	<b>FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, CLASSROOM SPACE, AND EXTERIOR GROUNDS FOR BROCKTON PUBLIC SCHOOLS</b>

***Fax this BID Interest #1 Form to:***

<b>Brockton Public Schools Office of Financial Services Fax: 508-580-7587</b>
---

By submitting this **BID Interest Form** the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the *BID* that might occur. **The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this BID due to the firm's failure to submit a BID Interest Form as directed above or for any other reason.**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>City/Town, State &amp; Zip:</b>	
<b>Company Telephone #:</b>	
<b>Company Fax #:</b>	
<b>Company Contact Person/Title:</b>	
<b>Contact Person Email Address:</b>	
<b>Date Submitted:</b>	

By: \_\_\_\_\_  
*(Signature of Authorized Representative)*

June 13, 2022

Ladies and Gentlemen:

**Due to the ongoing COVID-19 Pandemic and State of Emergency, on March 12, 2020, Governor Baker issued an Executive Order Temporarily Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A sec. 20. Pursuant to the Order, public bodies are temporarily relieved from the Open Meeting Law's requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means."**

**This meeting will be held and will be accessible to the public via Brockton Community Access, Brockton Public Schools website, [www.bpsma.org](http://www.bpsma.org), YouTube and Comcast channel 12**

**The public can access this meeting via this link: [www.youtube.com/TheBrocktonChannel](http://www.youtube.com/TheBrocktonChannel)**

Enclosed you will find specifications for a **FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, CLASSROOM SPACE, AND EXTERIOR GROUNDS FOR BROCKTON PUBLIC SCHOOLS** that you may bid if you are interested.

Bid envelopes should be marked, **"SEALED BID – FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, CLASSROOM SPACE, AND EXTERIOR GROUNDS FOR BROCKTON PUBLIC SCHOOLS "**

The sealed bid will be opened and read on **Thursday June 30, 2022 AT 10:00 A.M.** at the office of Aldo E. Petronio, Chief Financial Officer, 43 Crescent Street, 1st floor, Brockton, Massachusetts 02301.

**PLEASE BE ADVISED THAT THE AWARD OF CONTRACTS BY THE BROCKTON SCHOOL COMMITTEE FOR ANY ITEM(S) LISTED HEREIN FOR FUTURE YEARS ARE CONTINGENT UPON APPROPRIATE FUNDING BY THE BROCKTON CITY COUNCIL FOR THE SCHOOL DEPARTMENT'S 2022 BUDGET.**

Sincerely,

Aldo E. Petronio  
Chief Financial Officer

AEP:mjb

**INVITATION FOR BID, "IFB"**

**FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, AND  
CLASSROOM SPACE FOR BROCKTON PUBLIC SCHOOLS**

**CONTRACT / BID NUMBER: 2280-0037**

Honorable Mayor Robert F. Sullivan  
City of Brockton  
Brockton, Massachusetts

Michael P. Thomas  
Superintendent of Schools  
Brockton, Massachusetts

**ADVERTISING DATES:**

**BID OPENING DATE:**

**BROCKTON PUBLIC SCHOOL WEBSITE**  
TUESDAY, JUNE 14, 2022

THURSDAY, JUNE 30, 2022  
@ 10:00 A.M.

*Due to the ongoing COVID-19 Pandemic and State of Emergency, on March 12, 2020, Governor Baker issued an Executive Order Temporarily Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A sec. 20. Pursuant to the Order, public bodies are temporarily relieved from the Open Meeting Law's requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means."*

*This meeting will be held and will be accessible to the public via Brockton Community Access, Brockton Public Schools website, [www.bpsma.org](http://www.bpsma.org), YouTube and Comcast channel 12*

*The public can access this meeting via this link: [www.youtube.com/TheBrocktonChannels](http://www.youtube.com/TheBrocktonChannels)*

## **BROCKTON PUBLIC SCHOOLS**

Aldo E. Petronio, Chief Financial Officer  
Office of Financial Services  
43 Crescent Street  
Brockton, Massachusetts 02301

### **PROPOSAL**

Sealed bids for **FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, CLASSROOM SPACE, AND EXTERIOR GROUNDS FOR BROCKTON PUBLIC SCHOOLS** will be received by the Office of Financial Services, 43 Crescent Street, Brockton, Massachusetts, until **10:00 A.M., FRIDAY, JUNE 31, 2022**, and be opened and read at that time.

If at the time of the scheduled bid opening, The Brockton Public Schools is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or other extreme conditions, the bid opening will be postponed for 24 hours until the next normal business day, Monday through Friday, exclusive of Holidays. Bids will be accepted until that date and time.

All bidding procedures shall be in strict accordance with Chapter 30B of the General Laws Section I through 25, inclusive.

The awarding authority reserves the right to reject any or all bids and to waive any informalities in the proposal if it be in the public interest to do so, provided such rejection of waiver be in conformance with Sections I to 25, inclusive of Chapter 30B of the General Laws as adopted.

### **INFORMATION FOR OFFERORS**

1. Specifications are available after **1:00 P.M., on TUESDAY, JUNE 14, 2022**.
2. Bid forms are available on our website. The hyperlink is <http://www.bpsma.org/departments/purchasing/2022-bids>. Should you require a paper copy you may contact our office.
3. Bids will be opened and read at the Office of Financial Services, 43 Crescent Street, Brockton, Massachusetts, at **10:00 A.M., THURSDAY, JUNE 30, 2022**.
4. All bids received after this date and time will be rejected.
5. All successful bidders of corporations which are located outside the confines of the Commonwealth of Massachusetts must be registered with the Secretary of the Commonwealth of Massachusetts as a Foreign Corporation to do business in the Commonwealth of Massachusetts prior to the awarding of the bid.
6. Action on the award of bids will be taken within approximately forty-five (45) days after the opening of the bid.
7. The contract period shall be from **JULY 1, 2022 through JUNE 30, 2023**. The City reserves the right to renew this contract for two consecutive 12 month periods at the sole option of the Brockton School Committee and subject to appropriations and funding. Maximum contract duration June 30, 2025.

8. The School Committee of the City of Brockton may make such investigation as is deemed necessary to determine the ability of the bidder to enter into the proposed lease agreement, and the offer shall furnish to the School Committee of the City of Brockton all such information and data for this purpose as the School Committee may request. The School Committee reserves the right to reject any bid if the evidence submitted by the bidder or investigation of such bidder fails to satisfy the School Committee that such bidder is properly qualified to carry out the obligation of the lease.

**9. ALLOW ADEQUATE TIME FOR MAIL DELIVERY OF BIDS AND FOR DELIVERY BY OVERNIGHT EXPRESS SERVICES.**

10. **PAYMENTS:** The successful bidder(s) must comply with the following billing procedures: Invoices shall be submitted in triplicate (one copy shall be marked ("ORIGINAL")) unless otherwise specified and shall contain the following information: Contract or service number, item number, contract description of supplies or services sizes, quantities, unit prices and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by the City of Brockton when the amount due on such deliveries so warrants.

Three (3) legible copies of invoices must be submitted to:

Brockton Public Schools  
Accounts Payable Office  
43 Crescent Street  
Brockton, Massachusetts 02301  
Attn.: Mrs. Janet Landerholm

11. Questions regarding any item should be directed to:

Brockton Public Schools  
43 Crescent Street  
Brockton, Massachusetts 02301  
[JamesCobbs@bpsma.org](mailto:JamesCobbs@bpsma.org)

12. Brockton School Department reserves the absolute right to choose any **FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, CLASSROOM SPACE AND EXTERIOR GROUNDS FOR BROCKTON PUBLIC SCHOOLS** which best meets its needs based on the degree of location, condition, evaluation, and suitability for the particular purpose.

13. The City of Brockton is an Affirmative Action/Equal Opportunity/Title IX employer.

**VENDOR TAX CERTIFICATE**

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

---

***For use by CORPORATIONS ONLY:***

\_\_\_\_\_  
PROPER CORPORATE NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CORPORATE OFFICER

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER (FEIN)

---

***For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:***

\_\_\_\_\_  
SIGNATURE OF INDIVIDUAL \*

\_\_\_\_\_  
SOCIAL SECURITY NUMBER \*\*

\*Approval of contract or other agreement will not be granted unless this certification clause is signed by applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

---

**CERTIFICATE OF CORPORATE VOTE**

I, \_\_\_\_\_; clerk/officer of \_\_\_\_\_ hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company, held on \_\_\_\_\_ the following vote was passed:  
Vote to authorizing \_\_\_\_\_ to sign in behalf of the corporation/company with the City of Brockton for \_\_\_\_\_.

\_\_\_\_\_  
Signature of Clerk/Officer

**\* PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE**

**AFFIDAVIT OF CLERK OF CORPORATION VENDOR**  
**(To be signed and completed by Clerk)**

I, \_\_\_\_\_, certify as follows:  
 (Print full name of Clerk)

1. I am the Clerk of \_\_\_\_\_ (print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of \_\_\_\_\_) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at \_\_\_\_\_.

2. That the names, residential addresses and title officers of the above named corporation are as follows:

_____	_____	_____
President	Address	

_____	_____	_____
Vice President	Address	

_____	_____	_____
Treasurer	Address	

_____	_____	_____
Resident/Registered Agent	Address	

3. That the above named corporation was incorporated on \_\_\_\_\_.

4. The federal tax identification number of said corporation is \_\_\_\_\_.

5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of \_\_\_\_\_ (if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.

6. \_\_\_\_\_ is authorized to sign contract/agreements on behalf of \_\_\_\_\_ pursuant to a vote of the Board of Directors/Officers on \_\_\_\_\_.

7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts. (Pertaining to Non-Massachusetts Corporations Only.)

SIGNED under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**VENDOR REGISTRATION FORM**

**TO BE COMPLETED BY ALL VENDORS:**

TYPED/PRINTED NAME AND TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPER LEGAL NAME OF BUSINESS ENTITY: \_\_\_\_\_

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: \_\_\_\_\_

BUSINESS ADDRESS, CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

**IF CORPORATION:**

1. GIVE YOUR CORRECT CORPORATE NAME:

\_\_\_\_\_

2. STATE AND DATE OF INCORPORATION:

\_\_\_\_\_

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

\_\_\_\_\_

IF FOREIGN BUSINESS ENTITY TRANSACTING BUSINESS IN MA, GIVE NAME/ADDRESS OF RESIDENT/REGISTERED AGENT IN MA (REQUIRED):

\_\_\_\_\_

IF COMPANY, GIVE the OWNER'S NAME AND TITLE: \_\_\_\_\_

IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:

\_\_\_\_\_

IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:

\_\_\_\_\_

**BID FORM**  
**(Must be submitted)**



**MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT**

- 1. Our firm is principally (more than 50%) minority owned.  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
- 2. Our firm is principally (more than 50%) woman owned.  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
- 3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)  
YES \_\_\_ NO \_\_\_

SOMWBA CERTIFICATION CATEGORY: \_\_\_\_\_ / MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ATTESTATION CLAUSE**

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful bidder shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR/COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TYPED/PRINTED NAME AND TITLE: \_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION AND CERTIFICATE OF BONA FIDE BID**

As per Chapter 30B, Section 10, any person submitting a bid for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid, as follows:

**The undersigned certifies under the penalty of perjury that this bid 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.**

VENDOR/COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

-

**ASSURANCE OF NON-DISCRIMINATION COMPLIANCE**

Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

VENDOR/COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE/TITLE/DATE: \_\_\_\_\_

ADDRESS AND TELEPHONE: \_\_\_\_\_

**CERTIFICATE OF INSURANCE**  
**(Service Contracts Only\*)**

As successful bidder on this Contract, you must supply the City of Brockton with a properly endorsed CERTIFICATE OF INSURANCE. Both the City of Brockton and the Vendor shall be named as co-insured/additional insured and the City shall be named certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

**WORKERS' COMPENSATION:** The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.

**PUBLIC LIABILITY:** Within fifteen (15) days after the award of this Contract the Vendor shall, at his/her own expense, procure and maintain insurance for Public Liability in the minimum amount of \$500,000/\$1,000,000 and Property Damage Liability in the minimum amount of \$50,000/\$100,000.

The policies shall contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy."

The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) days notice in writing to the City as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

**\*DESIGN/CONSULTING SERVICES, PLEASE PROVIDE PROOF OF PROFESSIONAL LIABILITY INSURANCE.**

AUTHORIZED SIGNATURE: \_\_\_\_\_

**INDEMNIFICATION AND RELEASE**

The Vendor shall indemnify and hold the City of Brockton harmless from any and all acts & omissions arising out of this contract by the Vendor, its agents, employees or representatives. Furthermore, the term Vendor shall include the aforementioned wherever stated in the Contract.

Further, the Vendor shall indemnify and hold harmless the City of Brockton against any/all suits, claims, actions, costs or damages to which the City may be subject to by reason of damages to the property or person of anyone, arising or resulting from fault, negligence, or wrongful omissions by the Vendor. Said indemnification and hold harmless should apply in any event that a claim is brought against the City of Brockton for said acts caused by others.

The Vendor, their agent(s), representatives or employees shall release and hold the City of Brockton harmless for any injury to themselves, corporate officers, agents, representatives or employees in connection with the performance or omission of this Contract or any related sub-contract thereof.

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM**  
**(Must be submitted)**

**DEVIATION SHEET**

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet. Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

**PLEASE LIST BELOW:**

COMPANY: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**VENDOR WORK HISTORY**

A. The undersigned proposes to supply the **FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, CLASSROOM SPACE, AND EXTERIOR GROUNDS FOR BROCKTON PUBLIC SCHOOLS** in accordance with the specifications.

B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.

1. Have been in business under present business name for \_\_\_\_\_ years.
2. Are you fully licensed to do business under this contract? \_\_\_\_\_
3. Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located? \_\_\_\_\_
4. Ever fail to complete any work awarded? \_\_\_\_\_
5. Have you been involved in litigation in the past five (5) years? \_\_\_\_\_
6. List at least three (3) state, local or private companies and/or organizations which you have served recently of similar character as required for the above-mentioned.

<b><u>LOCATION</u></b>	<b><u>PHONE #</u></b>	<b><u>DATE</u></b>	<b><u>DESCRIPTION OF WORK</u></b>
------------------------	-----------------------	--------------------	-----------------------------------

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

C. Bidders shall indicate firm date of delivery on receipt of contract and subsequent purchase order form the City of Brockton.

DELIVERY DATE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
TYPED NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

D. Bidders shall note that this bid reflects all changes in addendum/amendment numbers: \_\_\_\_\_

**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government, and/or the City of Brockton. "Principal" means supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Chief Procurement Officer of the City of Brockton at any time during the period of the contract or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the firm or its officers. This certification is a material representation of fact upon which reliance will be placed when making the proposal award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Brockton, the contract will be cancelled and the proposal award revoked.

---

Firm Name \_\_\_\_\_

---

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

Signed by Authorized Firm Representative:

---

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**BID FORM**  
**(Must be submitted)**

## **BIDDER MUST FILE A DISCLOSURE OF BENEFICIAL INTERESTS WITH DCAMM**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for ensuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address, then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust, then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles, then describe the role in words.

**Section (6):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest, then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

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, AGEEMENT, 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 arm's 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

**BROCKTON PUBLIC SCHOOLS  
FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, AND  
CLASSROOM SPACE FOR BROCKTON PUBLIC SCHOOLS**

**SCHOOL BID: CONTRACT / BID NUMBER: 2280-0037**

**GENERAL TERMS AND CONDITIONS**

1. The contract period shall be from **JULY 1, 2022 through JUNE 30, 2023**. The City reserves the right to renew this contract for two consecutive 12 month periods subject to appropriations and funding. The notice of intent to extend is at the sole discretion of the lessee, the Brockton School Committee, and will be given to the successful lessor sixty days prior to the expiration of the existing lease on June 30, 2023. Maximum contract duration June 30, 2025.
2. In the event of termination of the lease agreement, with or without cause, the successful lessor or lessee must provide written notice to the other party, no less than sixty (60) days prior to the date of termination.
3. Lease payments will be due and payable in quarterly installments on or before July 1, October 1, January 1, and April 1 of each year. (Due to transition procedures on July 1, 2022, regarding the fiscal year, it is required that payment for the July-September period will not be payable until August 1, 2022). This lease will commence on **JULY 1, 2022**, with the first payment due no later than **AUGUST 1, 2022**.
4. Lessee will be responsible for all “direct expenses” including though not limited to natural gas, heating oil, water, sewer, electricity charges. Such “direct expenses” will be paid, at the discretion of the successful lessor, either monthly or quarterly installments. In the event that the lease for property is awarded whereby the successful lessor requires partial or temporary use thereof during the terms of the proposed lease, then all the aforementioned “direct expenses” and applicable real property taxes will be shared. The percentage rate of contribution for these shared “direct expenses” will be based on square footage as a percentage of the total building. A triple net lease is most advantageous.
5. Lessee agrees to indemnify and hold successful lessor, its agents, servants, and employees harmless from and against any and all claims, losses, suites and liabilities of any kind or nature arising out of, or in any way related to, a violation of any federal, state or local statute, ordinance or bylaw including without limiting the generality of the foregoing any violation of said Title III of the Americans with Disabilities Act involving the lease and/or lessee’s use and occupancy of the premises and property. Must have a clean 21E certificate. Lessor shall pay all charges.
6. During the term of the lease, neither the successful lessor nor the lessee will be obligated by the agreement to make any necessary repairs and replacements.

**BROCKTON PUBLIC SCHOOLS  
FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, AND  
CLASSROOM SPACE FOR BROCKTON PUBLIC SCHOOLS**

**SCHOOL BID: CONTRACT / BID NUMBER: 2280-0037**

**GENERAL TERMS AND CONDITIONS**

7. Lessee shall make all essential nonstructural modifications necessitated by occupancy and shall keep the premises in good repair. The lessor shall not be responsible for ordinary wear and tear.
8. Lessee shall make no improvement or alteration to the leased property without the prior written or verbal approval of the successful lessor with the exception of the items listed in the “Minimum Criteria” section of the bid documents.
9. Successful lessor will make all structural repairs to the property and will maintain the boilers and roof in good repair.
10. Lessee will provide such cleaning, janitorial and maintenance services for the premises as is reasonably required by its occupancy of leased premises.

**BROCKTON PUBLIC SCHOOLS  
FY2022 LEASE OF COMBINED GENERAL USE, OFFICE,  
CLASSROOM SPACE AND EXTERIOR GROUNDS FOR BROCKTON PUBLIC SCHOOLS**

**SCHOOL BID: CONTRACT / BID NUMBER: 2280-0037**

**THE DESIRED SPACE MUST MEET THE FOLLOWING MINIMUM CRITERIA FOR THE BID TO BE CONSIDERED BOTH RESPONSIVE AND RESPONSIBLE WITH THE LOWEST PRICE TO ADDRESS THE SCHOOL COMMITTEE'S NEEDS.**

**MINIMUM CRITERIA – 20,000 SQ. FT. OF COMBINED GENERAL USE, OFFICE, AND CLASSROOM SPACE**

1. The general space proposed for this lease must be in Brockton, MA.
2. Structure(s) must consist of 20,000 square feet that can be used as general use, office, and or classroom space.
3. Sufficient floor space must be available in the proposed property that can be used for office suites, conference areas, classrooms, cafeteria, general use, and storage of school supplies,
4. Proposed structure available for lease must comply with all building and fire codes for occupancy by an adult staff of approximately forty (40). Sufficient restroom facilities, per existing code, for both adults and children must be available.
5. Adequate access to the building per A.D.A. requirements.
6. All heating, ventilation, and air conditioning (HVAC) (where applicable) systems must be operational and in good working condition.
7. All electrical, interior/exterior lighting, and plumbing systems must be operational and in good working condition.
8. The fire alarm system (required) must be operational, in good working condition, and meet current code requirements.
9. The proposed location shall have sufficient paved parking space(s) for at least 100 vehicles as well as paved surface area necessary to allow a large school bus to enter, turn around and exit the parking lot.

**BROCKTON PUBLIC SCHOOLS  
 FY2022 LEASE OF COMBINED GENERAL USE, OFFICE, AND  
 CLASSROOM SPACE FOR BROCKTON PUBLIC SCHOOLS**

**SCHOOL BIDCONTRACT / BID NUMBER: 2280-0037**

- a. Lease costs for this bid will be based on quarterly payments over the term of three years.
- b. Bidders will be required to include the cost of any annual increase in the level quarterly payment.
- c. Bidders are requested to complete all items and to respond to all questions.

**1. Total Lease Cost**

	<b>Quarterly Payment</b>	<b>Total Annual Payment</b>
a. Year 1 (7/1/22 - 6/30/22)	\$ _____	\$ _____
b. Year 2 (7/1/23 – 6/30/24)	\$ _____	\$ _____
c. Year 3 (7/1/24 – 6/30/25)	\$ _____	\$ _____

**2. Please respond to each statement by checking either yes or no**

**BIDDER Proposes –**

Seven-month lease with two one-year renewals    Yes \_\_\_\_\_      No \_\_\_\_\_

3. Lessee will pay all direct expenses      Yes \_\_\_\_\_      No \_\_\_\_\_  
 (Direct expenses to include electricity, natural gas, heating oil, water/sewer, charges, real estate taxes, snow removal, trash removal)

4. Lessor and lessee will share direct expenses.    Yes \_\_\_\_\_      No \_\_\_\_\_  
 (If Yes, please respond to the following)

	<b>% of Lessor Share</b>	<b>% of Lessee Share</b>
a. Electricity	_____	_____
b. Natural Gas	_____	_____
c. Heating Oil	_____	_____
d. Water/Sewer	_____	_____
e. Real Estate Taxes	_____	_____
f. Snow Removal	_____	_____
g. Trash Removal	_____	_____
h. OTHER _____	_____	_____

**BID FORM  
 (Must be submitted)**