



RFP (BID), REQUEST FOR PROPOSAL
SCHOOL BID
BID INTEREST FORM

Instructions: If your firm/company is interested in responding to this BID, then BID INTEREST FORM 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.

Awarding Authority:	City of Brockton Brockton Public Schools
Contract / Bid Number:	2380-0010
Name of Bid:	FY2023 LEASE OF COMBINED GENERAL USE, OFFICE, VOCATIONAL CLASSROOM SPACE, AND PARKING FOR BROCKTON PUBLIC SCHOOLS

Email this BID Interest Form to:

Brockton Public Schools Office of Financial Services
Email: carlwalker@bpsma.org

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.*

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

By: _____
(Signature of Authorized Representative)

December 1, 2022

Ladies and Gentlemen:

Enclosed you will find specifications for a FY2023 LEASE OF COMBINED GENERAL USE, OFFICE, VOCATIONAL CLASSROOM SPACE, AND PARKING FOR BROCKTON PUBLIC SCHOOLS that you may bid if you are interested.

Bid envelopes should be marked, "SEALED BID – FY2023 LEASE OF COMBINED GENERAL USE, OFFICE, VOCATIONAL CLASSROOM SPACE, AND PARKING FOR BROCKTON PUBLIC SCHOOLS "

The sealed bid will be opened and read on **Friday, December 30, 2022 at 10:00 A.M.** at the Brockton Public School's Finance office, 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 2023 BUDGET.

Sincerely,

Aldo E. Petronio
Chief Financial Officer

AEP:mjb

BID INTEREST FORM (Must be submitted)

FY2023 LEASE OF COMBINED GENERAL USE, OFFICE, CLASSROOM SPACE, AND PARKING FOR BROCKTON PUBLIC SCHOOLS

RFP BID, REQUEST FOR PROPOSAL

**FY2023 LEASE OF COMBINED GENERAL USE, OFFICE,
VOCATIONAL CLASSROOM SPACE AND PARKING FOR BROCKTON PUBLIC SCHOOLS**

CONTRACT / BID NUMBER: 2380-0010

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

Michael P. Thomas
Superintendent of Schools
Brockton, Massachusetts

ADVERTISING DATES:

BID OPENING DATE:

GOODS & SERVICES & COMMBUYS

MONDAY, DECEMBER 5, 2022

FRIDAY, DECEMBER 30, 2022
at 10:00 A.M.

CENTRAL REGISTER

MONDAY, DECEMBER 5, 2022

THE ENTERPRISE

MONDAY, DECEMBER 5, 2022

MONDAY, DECEMBER 12, 2022

BID INTEREST FORM (Must be submitted)

FY2023 LEASE OF COMBINED GENERAL USE, OFFICE, CLASSROOM SPACE, AND PARKING FOR BROCKTON PUBLIC SCHOOLS

**BROCKTON PUBLIC SCHOOLS
BROCKTON, MASSACHUSETTS
Aldo E. Petronio, Chief Financial Officer
Office of Financial Services
43 Crescent Street
Brockton, Massachusetts 02301**

PROPOSAL

Sealed bids for **FY2023 LEASE OF COMBINED GENERAL USE, OFFICE, VOCATIONAL CLASSROOM SPACE, AND PARKING FOR BROCKTON PUBLIC SCHOOLS** will be received by the Office of Financial Services, 43 Crescent Street, Brockton, Massachusetts, until **10:00 A.M., FRIDAY, DECEMBER 30, 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 MONDAY, DECEMBER 5, 2022**.
2. Bid forms are available on our website. The hyperlink is <http://www.bpsma.org/departments/purchasing/2023-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., FRIDAY, December 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 **February 1, 2023 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
Operation's Office
43 Crescent Street
Brockton, Massachusetts 02301
Attn.: Mr. Carl Walker

11. Questions regarding any item should be directed to:
Brockton Public Schools
43 Crescent Street
Brockton, Massachusetts 02301
carlwalker@bpsma.org

12. Brockton School Department reserves the absolute right to choose any **FY2023 LEASE OF COMBINED GENERAL USE, OFFICE, VOCATIONAL CLASSROOM SPACE AND PARKING 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 on 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:

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 _____

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 complies 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: _____

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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: _____

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 **FY2023 LEASE OF COMBINED GENERAL USE, OFFICE, VOCATIONAL CLASSROOM SPACE, AND PARKING 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.

<u>LOCATION</u>	<u>PHONE #</u>	<u>DATE</u>	<u>DESCRIPTION OF WORK</u>
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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 _____

BROCKTON PUBLIC SCHOOLS
FY2023 LEASE OF COMBINED GENERAL USE, OFFICE,
VOCATIONAL CLASSROOM SPACE AND PARKING FOR BROCKTON PUBLIC SCHOOLS
CONTRACT / BID NUMBER: 2380-0010

GENERAL TERMS AND CONDITIONS

1. The contract period shall be from **February 1, 2023 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 regarding the fiscal year, it is required that payment for the July-September period will not be payable until August 1). This lease will commence on February 1, 2023, with the first payment due no later than April 1, 2023.
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. If 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
FY2023 LEASE OF COMBINED GENERAL USE, OFFICE,
CLASSROOM SPACE, AND PARKING FOR BROCKTON PUBLIC SCHOOLS
SCHOOL BID
CONTRACT / BID NUMBER: 2380-0010**

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 except for 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
FY2023 LEASE OF COMBINED GENERAL USE, OFFICE,
CLASSROOM SPACE AND PARKING FOR BROCKTON PUBLIC SCHOOLS
CONTRACT / BID NUMBER: 2380-0010**

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 – 25,000 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 a minimum of 25,000 square feet that can be used as general use, office, and vocational 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 50 vehicles as well as paved surface area necessary to allow a large school bus to enter, turn around and exit the parking lot.
10. The building must be equipped with a loading dock with bay doors.

BROCKTON PUBLIC SCHOOLS
FY2023 LEASE OF COMBINED GENERAL USE, OFFICE,
VOCATIONAL CLASSROOM SPACE AND PARKING FOR BROCKTON PUBLIC SCHOOLS
CONTRACT / BID NUMBER: 2380-0010

- 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

	Quarterly Payment	Total Annual Payment
a. Year 1 (2/1/23 - 6/30/23)	\$ _____	\$ _____
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)

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