

REQUEST FOR PROPOSALS:

LEASE OF SPACE:

**SPECIAL EDUCATION TRANSITIONS
PROGRAM**

CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT

RELEASED: WEDNESDAY, JANUARY 17, 2024

DELIVER TO:

**Concord-Carlisle Regional School District
120 Meriam Road
Concord, MA 01742**

**LEASE OF SPACE FOR THE CONCORD-CARLISLE REGIONAL
SCHOOL DISTRICT SPECIAL EDUCATION TRANSITIONS
PROGRAM**

RESPONDENT'S CHECKLIST

Please ensure all documents listed on this checklist are included, and/or acknowledged with your submission. Failure to do so may subject the proposer to disqualification.

PROPOSAL ENVELOPE SHALL CONTAIN FOUR HARD COPIES (1 ORIGINAL & 3 COPIES)

- _____ Respondent's Checklist (this form)
- _____ Letter of Transmittal
- _____ Property Narrative
- _____ Plan/Design Blueprint
- _____ Deed
- _____ Sample copy of Owner's Lease Agreement
- _____ Certificate of Non-Collusion
- _____ Certificate of Tax Compliance
- _____ References
- _____ Price Sheet
- _____ Disclosure of Beneficial Interest Statement
- _____ Acknowledgement of RFP Addenda, if applicable

CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT REQUEST FOR PROPOSALS

LEASE OF SPACE FOR CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT SPECIAL EDUCATION TRANSITIONS PROGRAM

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Section 1

INTRODUCTION

The Concord-Carlisle Regional School District Special Education Transitions Program [aka **Launch**] supports young adults age 18-22 years old transition from a high school setting to adult work and/or a post-graduate education program in a safe and supportive environment in which students can access a relevant work and life skills through a proficiency based academic model.

This program plans to have a retail storefront for student work skills development.

Section 2

GENERAL INSTRUCTIONS AND CONDITIONS

1. Pursuant to M.G.L. Chapter 30B, the Concord-Carlisle Regional School District seeks proposals from qualified property owners interested in providing space to be leased to accommodate the Special Education Transitions Program for three years with the District's option to renew for an additional two-year period. **Proposers shall submit one (1) original and three (3) copies of their proposal in a sealed envelope and properly labeled as "Lease of Space for Concord-Carlisle Regional School District Special Education Transitions Program."**
2. **All proposals are due on or before 11:00 a.m. Tuesday, February 27, 2024 at the Office of the Concord-Carlisle Regional School District located at 120 Meriam Road Concord, MA. Late proposals will not be considered.**
3. The Chief Procurement Officer, after a recommendation from the evaluation committee will make an award of contract taking into consideration price and services to be provided to the District. An award of contract will be made within sixty (60) days after the proposal submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) days by mutual agreement.
4. Questions concerning this RFP must be submitted in writing ONLY to Robert Conry, Concord-Carlisle Regional School District, Asst. Superintendent, before noon, Friday, February 9, 2024. Questions must be emailed to rconry@concordps.org. Written responses will be emailed to all proposers on record as having received the RFP package. *The Concord-Carlisle Regional School District has identified a sole point of contact with bidders for the purpose of this RFP. Any attempt to contact any other Concord-Carlisle Regional School District employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.*
5. All proposals received by Concord-Carlisle Regional School District in response to this RFP shall be considered "firm" and may only be withdrawn as provided by M.G.L. c.30B. A proposer may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of the Purchasing Agent prior to the time and date set forth for proposal submission.

6. After the proposal submission deadline, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the District or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.
7. The District reserves the right to cancel this RFP or reject in whole or in part any and all proposals, if the District determines that cancellation or rejection serves the best interests of the District.
8. By submitting a proposal, all owners agree to allow the District to conduct an Environmental Assessment of the proposed property at its own expense prior to execution of a lease agreement.
9. Proposals which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.
10. It is prohibited for any proposal to be submitted that would constitute a violation of the conflict of interest statute, M.G.L. chapter 268A.

RFP TIMETABLE

RFP issued	Wednesday, January 17, 2024
Deadline for submitting questions	Noon, Friday, February 9, 2024
Proposals due	11:00 a.m. Tuesday, February 27, 2024
Evaluation of proposals	February 27-March 8, 2024
Award of contract subject to final lease agreement terms	On/about April 15, 2024
Planned Occupancy	On/about May 1, 2024

GENERAL SUBMITTAL REQUIREMENTS

A. PROPOSAL REQUIREMENTS

Sealed proposals must be received at this office of the Concord-Carlisle Regional School District, 120 Meriam Rd., Concord, MA on or before **11:00am Tuesday, February 27, 2024.**

Postmarks and facsimiles will not be accepted.

A package containing one (1) original and (3) three copies of the entire proposal shall be submitted to the above location in a sealed envelope clearly marked with the name and address of the proposer and the words "***Lease of Space for the Concord-Carlisle Regional School District Special Education Transitions Program.***"

B. FORM AND STRUCTURE OF PROPOSAL

To be considered a complete bid, bidders must include all the following in their submittal. The bid must be organized in the following manner:

1. **Letter of Transmittal.** Each proposal shall include a letter of transmittal, not to exceed two pages in length, which bears the signature of an authorized representative of the prime Contractor and designates by name not more than two (2) individuals who will execute the contract with Concord-Carlisle Regional School District on behalf of the prime Contractor. The letter of transmittal shall also state that the proposal will remain in effect for a period of forty-five (45) calendar days after the deadline for submission of proposals.

The letter of transmittal may also briefly set forth any particular technical information the proposer wishes to bring to the Concord-Carlisle Regional School District attention.

2. **Property Narrative.** Proposer shall provide complete answers as enumerated on Pages 12-14 of this RFP.
3. **Plan/Design Blueprint.** Proposers must submit a plan/design blueprint for the proposed space and a buildout plan if renovations are planned prior to leasing.
4. **Deed.** A copy of the deed or other legal documentation showing ownership of the property being offered.
5. **Sample Copy of Owner's Lease Agreement.**
 - ❖ Name the parties to the lease and the responsible parties to receive any notices under the lease; incorporate by reference the RFP response chosen, including a detailed description of the leased property after build-out;
 - ❖ Specify the duration of the lease, including any renewal, extension, or other options. As noted in this RFP, The District intends to lease for three (3) years retaining the option to extend for one additional 2-year term;
 - ❖ Identify the payment terms, including when payments are due;
 - ❖ Outline and identify all of the responsibilities and obligations of the parties for the leasehold improvements, repairs, maintenance, cleaning, utilities, rubbish disposal, snow removal, liability and casualty insurance, etc.;
 - ❖ Specify that lease amendments must be in writing and signed by individuals authorized to contract on behalf of the proposer and Concord-Carlisle Regional School District;
 - ❖ Specify what constitutes cause to terminate the lease, what notice must be provided prior to termination, and what opportunity must be granted to correct any problem;
 - ❖ Prohibit any activity that would constitute a violation of the conflict of interest law (M.G.L. c. 268A);
 - ❖ Specify that the lease constitutes the entire agreement and that there are no agreements other than those incorporated therein.

6. **Required Forms.** In this section shall be a fully completed and signed, Certificate of Non-Collusion, Certificate of Tax Compliance and DCAMM Disclosure of Beneficial Interest. Proposals submitted without any one of these forms may result in rejection of your proposal.
7. **References.** Please provide a list of at least three clients for whom you have provided services similar or greater in scope, volume and requirements as outlined in this RFP.
8. **Price Sheet.** A completed copy of the Price Sheet provided in this RFP shall be submitted.

Pursuant to M.G.L. c. 30B, each proposal will be embargoed upon opening until such time as the District has completed the evaluation and selection process.

Proposals received by the District after the deadline shall be refused and returned unopened to the late proposer.

Delivery of the proposal documents will be at the bidder's expense. Any and all damages that may occur due to packaging or shipping of the proposal documents will be the sole responsibility of the proposer.

EVALUATION OF PROPOSALS

Any proposal determined to be non-responsive to any of the Minimum Evaluation Criteria of this RFP may be disqualified without further evaluation. Concord-Carlisle Regional School District may determine that the non-responsiveness is not substantial and can be clarified. In such cases, the Concord-Carlisle Regional School District may allow the vendor to make minor corrections, except to the Cost Proposal, and apply the change to the evaluation.

All proposals submitted in response to this RFP will be evaluated and awarded in accordance with the provisions established under Massachusetts General Laws Chapter 30B, the Uniform Procurement Act. Vendors will be required to abide by the guidelines established under this statute.

SELECTION PROCESS

A complete review and evaluation of all proposals submitted will be undertaken by an Evaluation Committee chosen by the School Department administration.

The Evaluation Committee will independently and collectively evaluate all proposals to ascertain whether they meet the Minimum Evaluation Criteria set forth in Section 3 of this RFP.

Proposals meeting the Minimum Evaluation Criteria will be reviewed by the committee to evaluate submitted blueprints and/or scaled site designs, site locations and the other specifications included in this proposal.

The District will determine the full cost of entering into a lease for space at each proposed location, including the proposed rent and relevant costs which are not included in the rent (such as moving costs, planned leasehold improvements, telecommunications and IT networking costs or additional transportation costs that would have to be incurred at a particular location). This cost analysis will allow the District to make a fair comparison of the full costs of qualifying proposals and to determine which proposal meets the District's needs in the most cost-effective manner.

CONTRACT AWARD

A contract shall be awarded to the most advantageous offer from a responsive and responsible Proposer taking into consideration all evaluation criteria ratings, price, and transition costs. The Proposer that meets all Minimum Evaluation Criteria and has the highest ratings for the

Comparative Evaluation Criteria and the lowest five-year cost will be awarded a contract. If the lowest cost proposer does not have the highest rating for comparative evaluation criteria then the District reserves its right to make an award to the Proposer with the best overall value keeping the comparative evaluation criteria as the primary factor and price the second most important factor.

PROPOSERS' EXAMINATION OF THE RFP

Proposers shall examine all information and materials contained in and with this RFP. This shall include, but not limited to, all relevant laws and regulations of the Commonwealth of Massachusetts and the United States Government. Failure to do so shall be at the proposer's risk.

EXCEPTIONS TO THE RFP

All exceptions to this RFP shall be clearly identified and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Concord-Carlisle Regional School District, and a description of the advantages to be gained by Concord-Carlisle Regional School District as a result of these exceptions.

INCURRING COSTS

Concord-Carlisle Regional School District shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying any demonstration or other requirements.

Concord-Carlisle Regional School District shall not reimburse any costs incurred by proposers in anticipation of being awarded the contract under this RFP.

Concord-Carlisle Regional School District shall not accept billings for additional costs except as may be otherwise specified in this RFP or the Agreement pursuant hereto.

RESPONSIBILITIES OF PRIME CONTRACTOR

The successful proposer shall be considered as the prime Contractor and shall be required to assume total responsibility for all billing and mailing services offered in its proposal, whether or not it is the manufacturer, producer, author or supplier of them.

Concord-Carlisle Regional School District shall consider the successful proposer to be the sole point of contact with regard to all contractual matters, including the performance, service of and payment for services rendered.

PROPOSALS CONSIDERED "FIRM"

All proposals received by Concord-Carlisle Regional School District in response to this RFP shall be considered "firm" and may only be withdrawn as provided by M.G.L. c.30B. Any proposer wishing to withdraw its proposal prior to the date and time specified in this RFP for submission shall send a letter by certified mail, return receipt requested, to the Chief Procurement Officer in advance of such withdrawal.

FIRM PRICE

Prices offered by the proposer shall be firm and not subject to increase during the term of any contractual agreement arising between Concord-Carlisle Regional School District and the successful proposer as a result of this RFP, except as may be otherwise provided in this RFP or the contract pursuant to it with the successful contractor.

TERMINOLOGY

Terms used in this RFP are not intended to imply or denote a particular contractor and are not to be construed as restrictive in any way. All references in this RFP to specific products or suppliers are intended for illustrative or explanatory purposes only with no endorsement intended or implied by the District.

AVAILABILITY OF FUNDS

If the Concord-Carlisle Regional School 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 District's Chief Procurement Officer shall cancel any contract pursuant to this RFP without penalty upon thirty (30) days' notice to the successful proposer.

NO ASSIGNMENT

Assignment by the successful contractor to any third party of any contract based on this RFP or any monies due shall be absolutely prohibited.

FORCE MAJEURE

Neither the proposer nor the District shall be liable, nor may either cancel the Agreement pursuant to this RFP, when delays or causes beyond the control and without the fault or negligence of the proposer or the District. Such causes may include but are not restricted to acts of God or the public enemy, acts of the District in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather (defined as any weather situation which requires the Governor of the Commonwealth of Massachusetts to declare a state of emergency). In every case, the delay must be beyond the control and without the fault or negligence of either party.

If the proposer is delayed in her performance as a result of the above causes, the District may either (1) extend the time for completion of such responsibilities for a period equivalent to the time lost for completion of such responsibilities by reason of any or all of the aforesaid causes, or (2) secure substitute performance at its own cost and expense during the duration of the excusable delay and reduce performance and payment under this Agreement, or (3) terminate all or a portion of this Agreement when the delay totally precludes the proposer's performance or materially affects it and the delay continues for a delay of thirty (30) days. The District agrees that within ten (10) business days after commencement of the delay, it shall give the proposer written notice of its election as to options 1, 2, or 3.

LIABILITY AND INSURANCE

Proposers shall save and keep Concord-Carlisle Regional School District harmless from any and all legal liability which may be established on behalf of any person or persons or corporation, whomsoever for, growing out of the normal use of these services.

The successful proposer shall take out and maintain during the life of the contract pursuant to the RFP such Public Liability and Property Damage Insurances as shall protect him and any subcontractor performing work covered by this contract from claims for damages for injury, including accidental death, as well as for claims for property damage which may be a result of operating the Special Education Transitions Program by itself or by his subcontractor(s) or by anyone directly or indirectly employed by either of them. The successful proposer shall also take out and maintain for the term of the contract all coverages required by statute or regulation.

General liability insurance shall be maintained in the amount of \$500,000 at a minimum including property damage in the amount of \$500,000. Bodily injury insurance shall be maintained in the amount of \$500,000/\$1,000,000 at a minimum. Proof of the existence of such coverage shall be furnished to the Concord-Carlisle Regional School District at the time of execution of the contract. The Concord-Carlisle Regional School District shall be named as an insured.

The contract between the Concord-Carlisle Regional School District and the successful proposer shall have the proposer hold the District harmless and indemnify the District for damages arising from proposer's actions. No exception to this part of the contract will be accepted.

THE CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT SHALL NOT ALLOW EXCEPTIONS TO THE FOLLOWING SECTION.

CONFIDENTIALITY OF SUBMITTED DOCUMENTS

Under the Massachusetts General Laws and regulations pertaining to public records disclosure, the Concord-Carlisle Regional School District cannot assure the confidentiality of any material or information, which may be submitted by a proposer in response to this RFP. Thus, proposers who choose to submit confidential material or information do so at their own perceived risk.

RIGHTS TO SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by proposers shall become the property of Concord-Carlisle Regional School District when received. Concord-Carlisle Regional School District shall have no obligation to return any such submitted material.

Supporting technical manuals will be returned at the request of the contractor. Concord-Carlisle Regional School District retains the right to use any or all system ideas presented in any proposal in response to the RFP, whether amended or not. Selection or rejection of any proposal does not affect this right.

NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

1. The proposer shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The proposer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1) and all relevant administrative orders and executive orders.
2. If a complaint or claim alleging violation by the proposer of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD) the proposer agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.
3. In the event of the proposer's noncompliance with the provisions of this section, Concord-Carlisle Regional School District shall impose such sanctions as it deems appropriate, including but not limited to:
 - (a) Withholding of payments due the proposer until the proposer complies; and
 - (b) Termination or suspension of any contract or agreement pursuant to this RFP.

Section 3

LEASE SITE SPECIFICATIONS

The Concord-Carlisle Regional School District is seeking proposals from property owners interested in offering space for lease to accommodate the Special Education Transitions Program for a (3) three-year term with the option to renew for one additional two-year term.

A Proposer may submit Proposals for more than one site. Each proposed site and its related costs must be perfectly clear. The Concord-Carlisle Regional School District is seeking up to 3,000 to 7,000 square feet of space.

BUILDING STANDARDS

At a minimum, all buildings offered to the District as a result of this RFP must meet the following requirements:

1. **Location.** Space must be located within the Town of Concord in an area zoned to allow for commercial retail activities and have a storefront access.
2. **Square Footage.** Proposer must offer the amount of space in net usable square feet for the department as defined in these specifications. The acceptable variance is generally limited to 10% above or below the square footage as indicated. Owner must allow for leasehold improvements to fit the needs of the program. This will include partitioning of space into multiple rooms.
3. **Building Standards.** The proposed building must comply with all applicable Federal, State and local code requirements, or the District must be satisfied that it can and will be brought into substantial compliance by the desired occupancy date. Such codes include, but are not limited to, the Commonwealth of Massachusetts Building Code, Fuel Code, Gas Code, Plumbing Code and the Regulations of the Architectural Access Board.
4. **Handicapped Access.** Proposed building(s) must be free of barriers preventing access to the proposed space by handicapped persons, or proposer must indicate in the proposal how such barriers would be removed (i.e. by installing elevators, ramps, lifts, etc.) Space must be in full compliance with the Americans with Disabilities Act.
5. **Parking.** On site available or public street parking spots in the vicinity of the proposed building.
6. **Taxes, Water & Sewer.** Landlord(s) of the proposed building(s) shall have absolutely no outstanding taxes, water and sewer charges at time of proposal submission and leading up to the Concord-Carlisle Regional School District occupancy.

Net Usable Area: Leased space is to be for the sole use of the Special Education Transitions Program and their students. Under no circumstances will the Net Usable Area include elevator shafts, vestibules, stair enclosures, equipment rooms, electrical/mechanical closets, or storage areas. It shall also not include corridors outside the portion of the proposed space to be leased. Net Usable Space will be measured from the predominant inside finish of the permanent outside walls (not the inside face of the windows) to the interior side of the corridors or permanent partitions, and from the center line of partitions to the adjacent assigned space.

PREFERENCES

- be free of lead paint;
- be free of asbestos tiling or insulation;
- meet ADA accessibility requirements;
- have at least two bathroom facilities

- Ease of access to the proposed building(s) by public transit, shuttle, proximity and accessibility to public transportation.
- Custodial closet space.
- Co-located with other retail space or close proximity [within 250 yards] of other retail/restaurant spaces
- Large volume drive-by car volume on adjacent roadways.
- More than one entrance and exit.
- Installed network and telephone drops in multiple locations.
- On premise parking for at least 10 vehicles

Elevators: If the lease space is not on the first floor, the Landlord is to provide Handicapped Accessible accommodations if needed.

BIDDERS NARRATIVE

Please provide complete answers to the following five sections as enumerated:

Section 1: Maintenance and Support

Fully describe all services to be included in the lease, and state how the following will be provided:

1. **Utilities** – The proposal must address items such as (1) water and sewer services, (2) heating, ventilation and air conditioning, (3) energy and fuel consumption, (4) all lighting, and (5) electricity for the School Department's office equipment 24 hours a day.
2. **Maintenance** – The landlord must promptly maintain the premises in good repair and tenable condition including outside walls, foundations, roof, windows, floors, gutters, downspouts and all structural members, together with heating and air conditioning

systems. The Landlord shall conduct the ordinary maintenance of plumbing, electrical and other utility lines, fixture and describe maintenance responsibility for appliances.

Safety – All fire protection equipment and materials must be maintained in accordance with applicable codes and ordinance. This includes but is not limited to fire doors, fire walls, fire stops, fire extinguishers, fire escapes, exit route diagrams, exit signs, emergency lighting and alarm systems.

3. **Security** – Lighting: Night time security lighting of all entrances, means of egress, walkways, alleyways, and parking areas included in the lease agreement.
4. **Access:** District employees to be permitted access to the premises during evenings, Saturdays, Sundays and holidays by means of a master key, electronic card, or similar restrictive entry system.
5. **Parking:** On premise parking will be allocated for use by Concord-Carlisle Regional School District.
6. **Snow and Ice Removal** – Please describe responsibility for these services in your proposal response.
7. **Janitorial & Cleaning Services** –Janitorial services will be provided by the Concord-Carlisle Regional School District.

If electricity/utilities or any of the above services are not included in the lease, please provide proof of past average annual costs whenever possible.

Section 2: Other Benefits Available

Please describe any additional benefits/bonuses that the site provides and what you are willing to provide at low or no cost to the benefit of the taxpayer (free first month's rent; additional square footage at no cost; funds to assist in moving and materials expenses.)

SITE VISIT

The evaluation committee may conduct site visits of comparatively evaluated proposals. Said proposals will have successfully met the "Minimum Evaluation Criteria," and will have been rated no worse than "Advantageous" on most or all criteria. Review team site visit impressions will be recorded using the Highly Advantageous, Advantageous, Not Advantageous, and Unacceptable criteria.

Section 4

MINIMUM EVALUATION CRITERIA

A contract(s) will be awarded to a responsive and responsible contractor who has submitted a proposal which conforms in all aspects to the Request for Proposal. A responsive contractor is a contractor who has submitted a proposal, which conforms in all respects to the request for proposals. A responsible contractor is a contractor who has the capability to perform fully the contract requirements and the integrity and reliability to, which assure good faith performance.

At a minimum, the services being offered to the District as a result of this RFP, must meet the following requirements. Proposals which do not meet the minimum requirements as set forth herein may be considered unresponsive, at the District's sole discretion, and may be rejected.

MINIMUM EVALUATION CRITERIA		YES	NO
1.	Site offered is or proposed to be in full compliance with all applicable Federal, State and local code requirements. Such codes include, but are not limited to, the Commonwealth of Massachusetts Building Code, Fuel Code, Gas Code, Plumbing Code and the Americans with Disabilities Act?		
2.	Proposer must offer the amount of space in net usable square feet for the Office as defined in these specifications. The acceptable variance is generally limited to 10% above or below the square footage as indicated for the Office?		
3.	Available on premise parking or in the vicinity of the proposed building?		
4.	Proposal includes a copy of the deed or suitable alternative legal documentation showing ownership of the property being offered?		
5.	All Town of Concord taxes and/or fees are paid up-to-date?		
6.	Proposed space is suitable for the planned use of a retail storefront?		

The Concord-Carlisle Regional School District reserves the right to request proof of any and all compliance certificates at any time.

Section 5

COMPARATIVE EVALUATION CRITERIA

The Concord-Carlisle Regional School District shall apply the criteria, which follows in its evaluation of the proposals. The purpose of the information requested in this section is to assist the evaluation committee in making decisions about the proposer's overall qualifications, including technical abilities and previous experience. **Proposers should clearly respond in writing to each criterion as enumerated, responses to the following areas shall be complete and full.**

The Chief Procurement Officer will select an individual(s) to assist in evaluating the proposals. The individuals will review each proposal- and provide the Chief Procurement Officer with a recommendation regarding "responsiveness" or "non-responsiveness."

Proposals that fulfill all "minimum" criteria will be evaluated on the basis of "Comparative Evaluation Criteria."

The ratings of "Highly Advantageous", "Advantageous", "Not Advantageous" and/or "Unacceptable" will be used to evaluate each proposal using the following evaluation criteria:

1. **Location of Space Offered**

Highly Advantageous – Space offered should be co-located with other retail spaces that have high foot traffic and along roadways with high daily traffic counts. Properties in an area with a large anchor store and multiple smaller retail storefronts [four or more storefronts]

Advantageous – Space offered in a small retail strip [three or fewer storefronts] or stand alone property adjacent to other retail/restaurant operations.

Not Advantageous- Space offered is a stand-alone retail storefront with no other retail businesses within one quarter mile.

Unacceptable – Space offered is outside the District limits. Space that is not in an area zoned for commercial retail activity.

2. **Size of Space Offered**

Highly Advantageous – Space offered is in the 1,700-2,200 s.f. range is located on ground level with direct outside access.

Advantageous - Vendor provides 1,700 – 2,200 square feet of space in a building or office that is located in a large retail outlet but does not have a ground floor access.

Not Advantageous – Vendor provides less than 1,500 or more than 2,400 square feet of space in a building or office community that is shared with other occupants and does not have a ground floor storefront access.

Unacceptable - Vendor provides less than 1,000 or more than 2,700 square feet of space.

3. Build Out Requirements

Highly Advantageous – Space is already equipped with two separate bathroom facilities. Space is already partitioned in a manner that limits the leasehold improvements necessary.

Advantageous – Space can be equipped with bathrooms in desirable locations for the proposed use. Space has no partitions but will easily accommodate needed leasehold improvements with some investment.

Not Advantageous – Space is not plumbed for bathrooms and requires major investment in leasehold improvements.

Unacceptable – Space cannot be partitioned as needed and or will not support utility infrastructure needed.

4. Availability of Space Offered

Highly Advantageous – Full access to the space effective on/about May 1, 2024.

Advantageous – Full access to the space between June 1, 2024- July 1, 2024.

Not Advantageous – Occupancy available between August 1, 2024 and September 30, 2024.

Unacceptable – Occupancy must be on or before April 1, 2024 or not available until November 1, 2024 or later.

5. Parking

Highly Advantageous – Vendor's proposed space offers more 15 or more on-premise parking spaces for staff and customers.

Advantageous – Vendor's proposed space offers between 10-14 on-premise parking spaces for staff and customers.

Not Advantageous – Vendor's proposed space offers only nearby off premise public parking spaces.

Unacceptable – Vendor's proposed space offers no on site parking and is not within 100 yards of any public parking spaces.

Section 6

REFERENCES

Please provide a list of at least three tenants to whom you have leased space similar or greater in size to this solicitation.

1. Contact _____
Company Name _____
Address _____
Phone _____
Brief Description of project _____

2. Contact _____
Company Name _____
Address _____
Phone _____
Brief Description of project _____

3. Contact _____
Company Name _____
Address _____
Phone _____
Brief Description of project _____

3. A copy of the current deed(s) (with Registry of Deeds Book and Page reference) or suitable substitute documenting ownership is attached.

4. Owner(s) name(s) _____

5. Owner(s) mailing address _____

6. Owner(s) telephone number _____

7. Owner(s) email address _____

8. SUMMARY OF COST:

The vendor shall submit an annual lease cost for a three year contract term. Net Usable Area Square Footage: _____

	Year 1	Year 2	Year 3
Site Sq. Footage	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
Cost per sq. ft.	\$_____ sq.ft.	\$_____ sq.ft.	\$_____ sq.ft.
Annual lease cost	\$ _____	\$ _____	\$ _____

Additional two (2) year term at Option of the District

	Year 4	Year 5
Site Sq. Footage	_____ sq.ft.	_____ sq.ft.
Cost per sq. ft.	\$_____ sq.ft.	\$_____ sq.ft.
Annual lease cost	\$ _____	\$ _____

9. (Please check one)

Architectural/Design Plan for site(s) offered _____ is attached _____ is NOT attached.

10. Estimated date when the space will be available for full occupancy Date _____

Signed: _____ Date: _____

Proposers may submit multiple cost options if they wish to offer more than one financial option such as a lump sum payment for build out costs. A proposed cost estimate for build out costs must be submitted with this package if being proposed. Date or dates of the lump sum payment[s] must be specified as part of the proposal. For example, a lump sum aka “balloon payment” may be proposed in order to finance proposed build-out costs and lower the annual rent. Alternatively, build out costs can be factored into the proposed lease payments.

Section 8

**Certificate of Non Collusion, Clerk Certificate,
Certificate of Tax Compliance & W9 Form**
All forms must be completed and submitted with the Non-Cost Proposal

Certificate of Non Collusion

The undersigned certifies under the penalties of perjury that this bid or 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.

Signature of person submitting contract/bid

Date

Name of Business

This form must be completed and submitted with the Non-Cost Proposal

Certificate of Tax Compliance

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

Corporate Officer
(if applicable)

I further certify under the penalties of perjury that, to the best of my knowledge and belief, that District of Concord property taxes, water and sewer fees are paid up-to-date.

Signature of Property Owner

Date _____



This form must be completed and submitted with the Non-Cost Proposal

Clerk Certificate

Authorization to Sign Contract

At a duly authorized meeting of the Board of Trustees/Directors of the

_____ held on

Name of Organization

_____ at which all the Trustees/Directors were present and waived

Date

notice, it was VOTED, that _____, _____

Name

Officer

of this organization, is authorized to execute contract in the name and behalf of said organization,

and affix its corporate seal thereto; and such execution of any contract or obligation in this

organization's name on its behalf by such _____ under the

Officer

seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of the _____

Name of Organization

and that _____ is the duly elected _____

Type name

Officer

of said organization, and that the above vote has not been amended or rescinded and remains

in full force and effect as of this date.

Corporate Seal Here:

(if no seal, print "none")

Signature

Type name

Date

Title

Section 9

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring 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 District. 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 District, 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, 15th Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

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):

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____
_____	_____
_____	_____

(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.

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(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