

SOLICITATION FOR:

RFP #21-24

Lease or Purchase of Space for Assembly Square Fire Station



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 10/14/2020

QUESTIONS DUE: 10/28/2020 by 12PM ET

DUE DATE AND TIME: 11/13/2020 by 12PM ET

Anticipated Contract Award	11/30/2020
Est. Contract Commencement Date (for lease or purchase)	09/1/2023
Est. Contract Completion Date (for lease option)	8/31/2053

DELIVER TO:

City of Somerville

Purchasing Department

Attn: Angela M. Allen

Director of Purchasing

amallen@somervillema.gov

93 Highland Avenue

Somerville, MA 02143

CITY OF SOMERVILLE, MASSACHUSETTS
Enclosed You Will Find a Request for Proposal For:
RFP #21-24 Lease or Purchase of Space for City of Somerville Fire Station

SECTION 1.0
GENERAL INFORMATION ON PROPOSAL PROCESS

1.1 General Instructions

Copies of the solicitation may be obtained from the Purchasing Department on and after 10/14/2020 per the below-noted City Hall hours of operation.

City Hall Hours of Operation:

City Hall is temporarily closed to the public due to the COVID 19 Pandemic

Any updates regarding public access to City Hall during the active bid period will be provided to Prospective Applicants via addendum. Meanwhile, the Purchasing Department can be contacted as indicated below.

By phone on weekdays between 9:30 – 4:30:	617-625-6600 ext. 3400
By email:	purchasing@somervillema.gov

All Responses Must be Sealed and Delivered To:

Purchasing Department
City of Somerville
93 Highland Avenue
Somerville, MA 02143

Methods of Proposal Submission:

Applicants may submit proposals in any of the following ways. All proposals will be time-stamped and must be received no later than the deadline date and time stated in this RFP.

- 1) Deposit your sealed proposal in the black drop box located by the School Street entrance to City Hall, located near the corner of School Street and 93 Highland Avenue.
- 2) Sealed proposals can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).
- 3) Submit sealed proposal via BidExpress.com, which is an online bidding platform. The fee to use this service is approximately \$35.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: <https://www.bidexpress.com/businesses/33100/home>
A user guide for BidExpress is attached for your reference.
- 4) For any technical assistance while submitting the online proposal, please contact the BidExpress Customer support team at www.bidexpress.com.

It is the sole responsibility of the Offeror to ensure that the Application arrives on time at the designated place. Late Applications will not be considered and will be rejected and returned.

Proposal Format (if not using BidExpress for online submission):

Submit one (1) sealed proposal; it must be marked with the solicitation title and number and must be original. The package shall contain one printed original of the qualifications and all required forms and one flash drive with the full submission package in digital form.
In an effort to reduce waste, please do not use 3-ring binders.
Responses must be sealed and marked with the solicitation title and number.
All proposals must include all forms listed in the Proposers' Checklist (and all documents included or referenced in Sections 2.0 - 3.0). If all required documents are not present, the Application may be deemed non-responsive and may result in disqualification of the Application unless the City determines that such failure(s) constitute(s) a minor informality, as defined and referenced in Massachusetts General Laws.
A complete proposal must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the Application is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.
The Offeror's authorized official(s) must sign all required Application forms.
All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.

1.2 Proposal Schedule

Key dates for this Request for Proposals:	
RFP Issued	10/14/2020
Deadline for Submitting Questions to RFP	10/28/2020 by 12PM ET
Proposals Due	11/13/2020 by 12PM ET
Anticipated Contract Award	11/30/2020
Est. Contract Commencement Date	09/1/2023
Est. Contract Completion Date	08/31/2053 max end date

Responses must be delivered by 11/13/2020 by 12PM ET to:	City of Somerville Purchasing Department Attn: Purchasing Director 93 Highland Avenue Somerville, MA 02143
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1.3 Submission Instructions

If using BidExpress for online submission, follow the instructions on BidExpress. Otherwise, please submit **one sealed proposal package**, with the following contents and marked in the following manner:

Contents of Sealed Proposal Package	Marked As
Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: RFP #21-24 Lease or Purchase or Space for Assembly Square Fire Station
Please send the complete sealed package to the attention of:	Director of Purchasing Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

Cover Letter

Submit a cover letter that includes the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number, and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

Price Proposal Format

Price Summary Page (see Section 4.0.)

It is preferred that the proposer include the cost of fit out in the lease proposal. An estimated cost of improvements should be provided to show how the cost is being distributed over the term of the lease and to allow the City to conduct cost verification of the proposed improvements.

Proposal Prices to Remain Firm

All proposal prices submitted in response to this solicitation must remain firm for 90 days following the proposal opening.

Price Submission

All prices must contain the unit rate as requested on the proposal price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor, and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

1.4 Questions

Questions are due: 10/28/2020 by 12PM ET

Questions concerning this solicitation must be delivered in writing to:

Director of Purchasing
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Or faxed to:

Or emailed to:
amallen@somervillema.gov

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as proposal holders. Proposers are encouraged to contact the Purchasing Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the proposal portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing>

If any proposer contacts City personnel outside of the Purchasing Department regarding this proposal/proposal, that proposer will be disqualified immediately.

1.5 General Terms

Governing Law

This RFP is issued pursuant to MGL c. 30B, §16 to the extent required by law for an acquisition by lease only.

The City may alternatively enter into a license, permit, inter-municipal or other form of agreement (to the extent applicable to a government agency) if it is in its best interest to do so. Such agreement(s) shall neither be subject to this RFP nor to MGL c. 30B.

Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

Proposal Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

Time for Proposal Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix B.

Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Bunker Hill Day	Independence Day	Labor Day
Indigenous Peoples' Day	Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day		

Please visit <http://www.somervillema.gov/> for the City's most recent calendar. *Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

Unforeseen Office Closure

If, at the time of the scheduled proposal opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interests of the City 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.

Right to Cancel/Reject Proposals

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Proposals

The City reserves the right to reject unbalanced, front-loaded, and conditional proposals.

Electronic Funds Transfer (EFT)

For EFT payment, the following shall be included with invoices to the point of contact:

- Contract/Order number; Contractor's name & address as stated in the contract;
- The signature (manual or electronic, as appropriate) title, and telephone number of the Offeror's representative authorized to provide sensitive information;
- Name of financial institution; Financial institution nine (9) digit routing transit number;

- Offeror's account number; Type of account, i.e., checking or saving.

1.6 Evaluation Methodology

Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in Section 2 of this RFP shall be used to evaluate responsible and responsive proposals.

All proposals will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

Selection Process

Qualified proposals will be reviewed and rated by the Evaluation Committee ("the Committee") on the basis of the comparative evaluation criteria and minimum quality requirements included in Section 2.0.

The City may request additional information from the Offerors to ensure that the Offeror has the necessary resources to perform the required services. The Committee may choose to select a set of finalists to be interviewed ("the short list"). The short-listed applicants will be notified, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto. The Mayor may, at the Mayor's sole discretion, interview the applicants on the short list. The Committee will rank all candidates and make a recommendation to the Mayor to enter into a contract with the most highly advantageous Offeror.

The City will award the contract to the most responsive and responsible Offeror whose entire proposal (technical and price) is deemed to be the most highly advantageous. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

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SECTION 2.0
RULE FOR AWARD /
SPECIFICATIONS/SCOPE OF SERVICES

Rule for Award

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

Introduction

The City of Somerville through its Purchasing Department is seeking to lease and purchase a property for use as a Fire Department substation serving the Neighborhood of Assembly Square and Ten Hills.

Background

The City of Somerville is looking to lease space for a new Fire Department substation to serve the Assembly Square and Ten Hills neighborhood. Because of the progress of major housing and commercial developments in Assembly Square, additional service closer to these areas is required.

The City wishes to enter into either a multi-year lease agreement, denoted as **Option A**, or the purchase of a commercial condo or property, denoted as **Option B**, pending approval of the City Council. Pursuant to Massachusetts General Law c. 30B, §16, the City is required to conduct a competitive solicitation process to acquire interests in real property with a cost in excess of \$35,000.

When submitting a proposal, please note which option(s) you are proposing to the City of Somerville.

Scope of Work

A. Lease

For Option A, the City of Somerville is seeking proposals to lease a property for use as a Fire Department substation. The required space shall be a minimum of 15,000 square feet and should incorporate the following features to allow for further tenant buildout following the execution of the lease agreement. The City expects that the space will be made available to the City in a “vanilla box” condition, with a cement floor, ready-to-paint walls, working electrical outlets, lighting, plumbing, finished ceiling, heating, and air conditioning. The City anticipates building out and finishing the space to function as a branch fire station.

- Space should be on the ground floor
- Minimum of two (2) apparatus bays large enough for an engine each (approximately 70 ft long and 18ft wide), with a minimum height of 16 ft.
- Bay doors shall be insulated and a minimum of 14ft x 14ft.
- Sufficient space for:
 - Bunker gear lockers
 - Minimum of four (4) bunkrooms
 - Two (2) full bathrooms with showers (separate men’s and women’s rooms)
 - Kitchen
 - Day room
 - Fitness room

- Laundry room with industrial dryers
- Lobby/station officer desk
- Plumbing and plumbing fixtures for water supply and sewer system
- Electrical panel
- Space must have a fire alarm and fire suppression system.
- Space must have HVAC system
- A minimum of eight (8) parking spaces shall be provided, more is desirable.
- Drive lanes surrounding the building should accommodate apparatus having a turning radius of 35 ft
- Space must be ADA compliant

Lease Terms: The initial lease term must be no less than 30 years.

B. Commercial Condo Purchase

For Option B, the required space shall be a minimum of 15,000 square and should incorporate the following features to allow for further tenant buildout following the execution of the purchase agreement. The City expects that the space will be made available to the City in a “vanilla box” condition, with a cement floor, ready-to-paint walls, working electrical outlets, lighting, plumbing, finished ceiling, heating, and air conditioning. The City anticipates building out and finishing the space to function as a branch fire station.

- Space should be on the ground floor.
- Minimum of two (2) apparatus bays large enough for an engine each (approximately 70 ft long and 18ft wide), with a minimum height of 16 ft.
- Bay doors shall be insulated and a minimum of 14ft x 14ft
- Sufficient space for:
 - Bunker gear lockers
 - Minimum of four (4) bunkrooms
 - Two (2) full bathrooms with showers (separate men’s and women’s rooms)
 - Kitchen
 - Day room
 - Fitness room
 - Laundry room with industrial dryers
 - Lobby/station officer desk
- Plumbing and plumbing fixtures for water supply and sewer system
- Electrical panel
- Space must have a fire alarm and fire suppression system.
- Space must have HVAC system
- A minimum of eight (8) parking spaces shall be provided, more is desirable.
- Drive lanes surrounding the building should accommodate apparatus having a turning radius of 35 ft.
- Space must be ADA compliant.

Site Visits: City staff will conduct site visits for all competitive, qualifying proposals to verify the information provided in the proposals and to perform detailed evaluations of the proposed spaces. The offeror should be present at the site visit or should arrange to have someone present who has the knowledge and authority to represent the offeror.

Final approval of the property acquisition(s) by lease are subject to approval by the Mayor and the City Council.

Preparation of the Lease or Purchase: After a proposal has been selected and approved by the Mayor and City Council, the City will contact the selected owner to finalize a lease or purchase agreement. The terms of the lease must be consistent with the RFP and the selected proposal.

The completed lease agreement will incorporate the RFP requirements for the premises (as revised by agreement of the parties in light of the proposal and subsequent negotiations).

Approval of the Lease or Purchase: At the time the completed lease or purchase and sale agreement is ready for signatures of the property owner and the City, the City shall initiate a payment requisition that will become the purchase order that will accompany the lease or purchase agreement. After the contract has been signed, no obligation shall be considered to have incurred under the contract unless and until said Purchase Order has been duly issued, signed and approved.

Period of Performance

The period of performance for this contract begins on or about September 1, 2023 and ends on or about August 31, 2053. If applicable, optional renewal years may be exercised at the sole discretion of the City (see cover page for anticipated contract term). The City will evaluate all proposals and negotiate a mutually beneficial term with the selected respondent prior to executing an agreement.

Conditions for Submittal

The following conditions must be addressed and met in the proposal for office space for the City of Somerville:

1. That the space proposed to house the substation meets all local Zoning and Massachusetts Building Code requirements. Any building that is proposed to be utilized for the substation and is not in conformance with the regulations of the City of Somerville Zoning Ordinance and the Massachusetts Building Code shall be brought to code prior to the City of Somerville occupying the building. Available space meets local, state and federal building codes for fire stations with minimal repair and maintenance
2. All local, state, and federal regulations regarding asbestos and lead paint removal/abatement must be adhered to in the building proposed for office space. If the building currently contains asbestos and lead paint, the hazardous material must be removed/abated prior to the City occupying the building.
3. During the term of the lease, if it is determined that the building proposed to house the substation does not meet these minimum requirements and /or is not compliant, then the City would be released from its obligation under the lease.
4. Agreement of the landlord to enter into a lease substantially in the form of the lease suggested by the City of Somerville at the landlord's expense.
5. Options for additional space available in future years should be included in the response to this RFP.
6. The City would like first right of offer, first right of refusal if a landlord decides to sell the space during the term of the lease resulting from this RFP.
7. State any restrictions to change of space or any space use restrictions.
8. Submit options for snow plowing clearing arrangements, facility cleaning and any other building related services.

Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals. The criteria to be used in evaluating the responses include the following:

1. Location: The ideal space for the City of Somerville will be situated within the Assembly Square neighborhood.
2. Size: The interior space must have usable square footage of at least 15,000 square feet.
3. Parking: The provision of off-street parking spaces is not required. A proposal with over eight (8) parking spaces will be considered highly advantageous.
4. Price: When a property is considered suitable based on size and location, the City will determine actual cost per square foot, including without limitation, the City's estimated cost of alterations.
5. Readiness: The City will prioritize spaces available to be occupied by September of 2023.

Minimum Quality Requirements Form

Proposers must certify that their proposal meets the following minimum requirements in order to be considered responsible and responsive. **Please complete the Minimum Requirements form, below, and submit it with your**

completed proposal. The City of Somerville may disqualify any response that does not meet the minimum requirements. A "No" response or a failure to respond to any of the following minimum standards may result in disqualification of your proposal.

MINIMUM REQUIREMENTS		YES	NO
1.	Location: The property must be located in Somerville, Massachusetts.		
2.	Size: Each offered space must be at least 15,000 square feet.		
3.	Condition: The facility must pass code for a B occupancy without fail.		
4.	Term (for Option A only): Property owner will approve initial lease term of 30 years.		
5.	Maintenance & Utilities: The offeror (property owner) must be responsible for all maintenance of any common areas in the building or outside of the site. Any maintenance or costs must be included in the lease price.		
6.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		

In order to provide verification of affirmative responses to these items, **the Offeror must prepare a site plan and photographs or renderings for each offered facility and submit them with their completed proposal. A narrative description of the facility and how the Offeror will meet the RFP requirements must also be provided.**

The site plan must show the location of the offered facility.

The site plan must include:

- a. Dimensions of the entire facility
- b. Dimensions of the portion of the facility offered for City use
- c. Dimensions of the rooms and office layout
- d. Average parking space dimensions (if applicable)
- e. Location of entrance(s) and exit(s) to property
- f. Location of entrance(s) and exit(s) to parking lot (if applicable)

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SECTION 3.0

Lease or Purchase or Space for Assembly Square Fire Station PROPOSERS' CHECKLIST

Please ensure all documents listed on this checklist are included with your proposal. Failure to do so may subject the proposer to disqualification.

Required with Sealed Proposals

- Cover Letter
- Acknowledgement of Addenda (if applicable)
- Minimum Requirements Form
- Site Plan
- Narrative Description of Facility
- Photographs or renderings of facility or site
- Certificate of Non-Collusion and Tax Compliance
- Certificate of Signature Authority (if applicable)
- Mandatory Disclosure of Campaign Contributions
- W9

Price Proposal

- Acknowledgement of Addenda (if applicable)
- Price Form

Required with Lease, *Post Award*

- Disclosure Statement – Real Property Transactions (Appendix A)
- Title Documents: Proposer's deed to property for lease
- Certificate of Good Standing (if applicable)



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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 taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



**Certificate of Authority
(Corporations Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____

(Date Must Be on or after Date Officer Signed Contract/Bonds)



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (**check one**) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:
- a member/manager of the LLC;
 - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
 - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
 - that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____



**CITY OF SOMERVILLE CAMPAIGN CONTRIBUTION ORDINANCE SEC. 15-72*
MANDATORY DISCLOSURE AND CERTIFICATION FORM**

INSTRUCTIONS: APPLICANTS, PLEASE COMPLETE THE ENTIRE FORM AND FILE WITH THE SAME CITY OFFICE OR AGENCY WITH WHOM YOU FILED OR WILL FILE BELOW APPLICATION.

PART I. APPLICATION FOR ITEM

Describe the item you have, or will apply for, relating to this disclosure:

ITEM:	
TYPE (X):	<input type="checkbox"/> Contract <input type="checkbox"/> Zoning Relief <input type="checkbox"/> Real Estate <input type="checkbox"/> Financial Assistance
CITY DEPT. OR AGENCY:	

PART II. APPLICANT INFORMATION

Provide the following information for the Applicant:

NAME:	
ADDRESS:	
TELEPHONE NO.:	
E-MAIL:	

On Schedule A, you must also provide the same information for the Applicant’s principals, chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, or persons performing similar functions, or shareholders in excess of ten percent and managing agent to the extent applicable. **Please complete Schedule A. If not applicable, please check N/A on Schedule A.**

PART III. CAMPAIGN CONTRIBUTION DISCLOSURE

On Schedule B, Applicants must disclose all contributions made by the applicant during the 12 months prior to the application (identified in Part I), to any person who was a candidate for elective office of the City of Somerville (mayor, board of aldermen, and school committee). The attribution rules in Section 15-73 of the Somerville Code of Ordinances shall apply to the contributions that must be disclosed. **On Schedule B**, applicants must also disclose such contributions made by persons attributed to the applicant under the ordinance. If the applicant is an individual, any such contributions made by the individual, any spouse of the individual, and any children of the individual must be disclosed. If the applicant is not an individual but a corporation, partnership or limited liability corporation, then any contributions made by any of its chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, members, managers, principals, or persons performing similar functions, or shareholders in excess of ten percent, and their spouses and children, must be disclosed. **Please complete Schedule B. If disclosure is not required, please check N/A on Schedule B.** *Note: Contributions made before January 1, 2017 are not required to be disclosed.*

* Please see the Pay to Play and Campaign Contribution Ordinance for definitions and all requirements.

PART IV. SUBCONTRACTOR INFORMATION

Have you applied for a Contract and intend to use a subcontractor on this Contract? Yes No

If “**Yes**”, complete **Schedule C**. If “**No**”, **proceed to Part V**.

PART V. SIGNATURE, CERTIFICATION, AND ATTESTATION:

I, the undersigned applicant, hereby further certify as follows: If awarded the item that is applied for (as identified above) under subsections (a), (b), (c), or (d) in Section 15-72 of the Somerville Code of Ordinances, the Applicant, and anyone attributed to the Applicant, and if the application is for a contract any subcontractor used on the contract, will not make any contribution in any calendar year in an amount in excess of \$500.00 to any individual incumbent or to any individual candidate for elective office of the City of Somerville for the next four (4) calendar years following the award of the item, or for the duration of the term of the contract, whichever is longer.

Signed under the pains and penalties of perjury:

Signature of Affiant: _____ Title: _____

Printed Name of Affiant: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2____.

(Witnessed or attested by)

(Seal)

My Commission expires:

THIS FORM SHALL BE OPEN TO PUBLIC INSPECTION

SECTION 4.0 PRICING

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: **Lease or Purchase of Space for Assembly Square Fire Station**

- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **11/13/2020 by 12PM ET**
- If the **awarded** vendor is a Corporation a “Certificate of Good Standing” (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed proposal package.

Please provide Unit Price for the following and include any additional fees not listed:

For Lease (Option A)						
Facility Name & Address	Number of Square Feet	Total Rent for 1 st Year (\$)	Total Rent for 2 nd Year (\$)	Total Rent for 3 rd Year (\$)	Total Rent for 4 th Year (\$)	Total Rent for 5 th Year (\$)
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Total Rent for 6 th Year (\$)	Total Rent for 7 th Year (\$)	Total Rent for 8 th Year (\$)	Total Rent for 9 th Year (\$)	Total Rent for 10 th Year (\$)
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Total Rent for 11 th Year (\$)	Total Rent for 12 th Year (\$)	Total Rent for 13 th Year (\$)	Total Rent for 14 th Year (\$)	Total Rent for 15 th Year (\$)
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Total Rent for 16 th Year (\$)	Total Rent for 17 th Year (\$)	Total Rent for 18 th Year (\$)	Total Rent for 19 th Year (\$)	Total Rent for 20 th Year (\$)
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

		Total Rent for 21st Year (\$)	Total Rent for 22nd year	Total Rent for 23rd Year (\$)	Total Rent for 24th Year (\$)	Total Rent for 25th Year (\$)
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Total Rent for 26st Year (\$)	Total Rent for 27th Year (\$)	Total Rent for 28th Year (\$)	Total Rent for 29th Year (\$)	Total Rent for 30th Year (\$)
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

For Purchase (Option B)			
Facility Name	Number of Square Feet	Total Price	Estimated Annual Condominium Fees
		\$ _____	\$ _____

Name of Company/Individual:	
Address, City, State, Zip:	
Tel #	Email:
Signature of Authorized Individual	
Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.	
ACKNOWLEDGEMENT OF ADDENDA:	
Addendum #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____ #8 _____ #9 _____ #10 _____	



SECRETARY OF THE COMMONWEALTH'S

CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing"** provided by the Secretary of the Commonwealth's Office

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the

Secretary of The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 Floor, Boston, MA 02133 or you may access their web site at:
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

APPENDIX A
DISCLOSURE STATEMENT
Real Property Transactions

**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 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): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

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 all required parties. 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.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

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:

- (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 (Check "NONE" if NONE):

NONE

<u>NAME:</u>	<u>POSITION:</u>
_____	_____
_____	_____

**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)**

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

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

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

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

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

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

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER