

Town of Newbury: Seeking to Lease Space for Fire Station

Request for Proposal (RFP)

I. OVERVIEW

A. Request for Proposals (RFP)

The Town of Newbury, acting by and through its Select Board in conjunction with the Town Administrator as the municipality's Chief Procurement Officer, is seeking proposals for the acquisition of a lease of space in or around the Byfield area of Newbury in a building suitable to serve as the Town of Newbury's Fire Station.

B. Conditions of Space Sought to be Leased Minimum Criteria

The leased space proposed for use by the Town of Newbury ("Leased Space") should be approximately 6,000 to 10,000 square feet and preferably be capable of housing or contain the following:

1. Parking bays to accommodate trucks.
2. Additional Office Space is preferred.
3. Bathrooms & Showers.
4. Laundry Room for the following:
 - Duty Uniforms
 - EMS Blankets/Towels
5. Securable Storage & Records Closet.
6. Decontamination Room that includes:
 - Access to water
7. Auxiliary Power Source/Generator.
8. Municipal water to fill apparatus with minimum of 2" with a back flow preventer.

Additional Criteria

To the extent possible, the Leased Space also should include the following:

9. Garage bays preferred to hold up to three (3) large pieces of fire apparatus and three (3) standard sized vehicles.
10. Sufficient power to run a cascade compressor.
11. Plymovent or other apparatus exhaust capture system.
12. Station air compressor.
13. Electrical and water connections for gear extractor and gear dryer.

II. CONTRACT TERM

The Town intends to award and execute a contract with a term of three (3) years. Termination of this lease agreement by the lessor requires sufficient notice in writing, at a minimum of twelve (12) months' advance notice, subject to negotiation if consented to, in writing, by the Town.

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III. PROCESS FOR SUBMITTING PROPOSALS

A. Schedule

Following the release of this RFP, the proposal selection process will be completed in approximately 4-8 weeks. The process will include:

- Evaluation of the responses according to a list of criteria following the submission deadline.
- Final selection.
- Provisional letter of award.
- Execution of the contract.

B. Submission Requirements

All proposals must be consistent with the guidelines of this Request for Proposal (RFP). Selection will be made after taking into consideration the overall most advantageous proposal that meets the needs of the Town and offers the lowest price.

The following must be submitted Wednesday, May 19, 2025 at 1:00 p.m.

1. Price Proposal

Price proposals should be submitted separately in a sealed envelope. The price proposal should include lease cost per month, along with detailed listing of all other costs associated with the leased space, which may include, but not limited to, utilities, custodial services, security measures, furnishings, solid-waste and recycling removal, exterior maintenance and snow/ice clearing, and any others. Escalations in costs should be identified. Potential modifications and renovations that may be required to meet the intended use of the space should be included with estimated, full and complete costs, if the proposer states that the Town would bear the costs of such modifications and renovations. If not stated as such, the costs of any modifications and renovations will be solely-borne by the proposer.

2. Technical Proposal

Proposals should supply all of the information described below, and should demonstrate the ability of the potential proposer to undertake the challenges associated with the proposal. It is intended that the substance of a Proposal, as approved by the Town, will be incorporated into all agreements. A cover letter should accompany any proposal. Proposals must include responses to all applicable sections of this RFP as detailed below.

i. Letter of Transmittal:

Letter of introduction providing a narrative describing the nature, size, background, and qualifications of the property owner, lessor, and management company (if applicable), and the names and background of all personnel who will be working with the Town regarding the lease from all firms, including Subcontractors (i.e. security, maintenance, plumbing and electrical and information-technology vendors, etc.). List

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the names, office addresses, e-mail addresses, and telephone numbers of all principals, partners and others who may be present or responsible for the conditions of the leased space. Provide a statement describing past experience and qualifications as may be relevant towards addressing the requirements in Section I-B Summary of Purpose above.

ii. **References**

A minimum of three (3) firms or groups or individual references including name, title, agency, address, phone, and email. References should demonstrate similar office and programming leases, preferably with municipalities or non-profits or community-services.

iii. **Experience**

Descriptions of experience by the owner and property management of previous and on-going leases or agreements with municipalities, non-profits, community-service organizations, or other tenants in similar nature and operations.

iv. **Description of Proposed Leased Space and Premises**

A detailed description, specifying:

1. the exact address;
2. floor plans, showing:
 - a. total area (in square feet) being offered to the Town; and
 - b. dimensions of the individual spaces, such as office spaces, bathrooms, closets, etc., that are accessible and offered to the Town;
3. listing of amenities for the Town's use and what requested features are available and noting whether any space would be shared by the public or by other tenants;
4. security measures (i.e. lighting, door locks, window locks, surveillance, any other physical security);
5. internet, cable and phone connectivity and performance, with details as to specific locations of access within the offered spaces (i.e. electrical outlets, phone/data jacks);
6. parking and garage space;
7. central heating and air conditioning services, specifically serving the offered spaces;
8. age of the building and roof, windows, and detailed-history of renovations and improvements, as well as plans for current or future renovations and improvements to the offered space and property;
9. exterior and interior access ways (i.e. doors, hallways, landings, stairwells, elevators, ramps);
10. accessibility including ADA Compliance;
11. any other aspect of the proposed leased space that pertains to the intended functions of the Fire Station;
12. an invitation to visit the space during the evaluation of proposals must be extended for Town officials.

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Proposers are also encouraged to submit additional materials, plans, photos, or any other information that would assist the Town in evaluating the qualities of the offered space.

v. Certificate of Occupancy

A copy of the Certificate of Occupancy for the building with space being offered to the Town.

vi. Certificate of State Tax Compliance as attached hereto

The Certificate of State Tax Compliance attached hereto must be executed and accompany all proposals.

vii. Certificate of Good Faith / Non-Collusion as attached hereto

The Certificate of Good Faith / Non-Collusion attached hereto must be executed and accompany all proposals.

viii. Disclosure Statement Concerning Beneficial Interest as attached hereto

The disclosure statement attached hereto must be executed and accompany all proposals. This statement is to be filed with DCAMM.

ix. Insurance Certification

The proposer will provide certification as evidence of appropriate insurance for the property, its occupants, and visitors for the mutual benefit of the lessor and the lessee, specifying general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the leased property, including the building, parking lot, and sidewalks. The terms of insurance shall be negotiable at the discretion of the Town.

x. Anti-Discrimination

The proponent agrees that in the construction of the improvements and otherwise through any agreements made hereafter, it shall cause all contractors, tenants and users to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

C. Submitting Proposals

Three (3) bound physical copies and one (1) digital copy (thumb drive) of each of the Price Proposal and the Technical Proposal, are to be submitted.

1. Proposals must be clearly labeled "Proposal, Newbury Fire Station, Leased Space" and submitted prior to the deadline.
2. Proposals should be submitted as follows and are to be **received** no later than 1:00 p.m. on Wednesday, May 19th, 2025, delivered to:

Town Administrator's Office

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Town Hall
12 Kent Way, Suite 210
Byfield, MA 01922

3. Proposals received after the deadline will be rejected. Proposers are requested to examine this Request for Proposals and make sure that all pages are included. The Town assumes no responsibility for a proposal submitted on the basis of an incomplete Request for Proposals package. Proposers are expected to review all requirements and instructions of this Request; failure to do so will be at the Proposer's risk. Each proposer should furnish all the information required by this Request. The Town reserves the right to waive informalities in any Proposal, and may, if it determines that such action is in the best interests of the Town, select a Proposal which does not conform in all details with the requirements of this RFP. Likewise, the Town reserves the right to reject any and all Proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town of Newbury. Proposals will not be returned but will be retained by the Town for the official record.

4. Inquiries and Explanations

All inquiries concerning this Request for Proposals must be in writing and be directed to:

Town Administrator's Office
Town Hall
12 Kent Way, Suite 210
Byfield, MA 01922

Email: townadmin@newburyma.gov

Any explanation desired by a Proposer regarding the meaning or interpretation of this RFP **must be submitted in writing** no later than noon, Wednesday, May 12, 2025. Verbal explanations or instructions shall not be binding on the Town. Any information given in writing to a prospective Proposer will be furnished to all known prospective proposers and known recipients of the RFP at the time of the question if such information is deemed to be necessary to Proposers in their preparation and submission of Proposals, or prejudicial to uninformed Proposers if they were to lack such information.

V. PROPOSAL EVALUATION AND SELECTION PROCEDURE

A. Criteria for Evaluation

Proposals will be evaluated and rated on the basis of the following evaluation criteria. Respondents should ensure Technical Proposals are responsive to all criterion in this RFP. The Town reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response. The Town will first look at the responsiveness and responsibility of the proposals and reject any that are deemed nonresponsive or not responsible. The Town will

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then evaluate all the remaining proposals on the basis of the comparative criteria and price, prepare written evaluations and decide which proposal best meets the needs of the Town, considering the evaluation criteria and price. The Town reserves the right to reject all proposals if it is in the best interest of the Town.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer, if applicable. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

An "Unacceptable" rating in any one of the criteria may eliminate the Proposal from further consideration.

To the extent that an Evaluation Criterion requires the certification of fact, and this RFP does not require otherwise, a proposer's certification as to that fact shall be an adequate response provided, however, upon request the proposer shall provide evidence to the Town to support that fact.

The following criteria will be used in the evaluation of responses:

1. Location

Highly Advantageous	The space is located in Byfield.
Advantageous	The space is located in the Byfield area.
Not Advantageous	The space is located just outside of the Byfield area.
Unacceptable	The space is not located near the Byfield area.

2. Total Area of the Proposed Leased Space

Highly Advantageous	The proposal offers 10,000 square feet or more for the exclusive use by the Town.
Advantageous	The proposal offers between 6,000 and 10,000 square feet for the exclusive use by the Town.
Not Advantageous	The proposal offers between 5,000 and 6,000 square feet for use by the Town.
Unacceptable	The proposal offers less than 5,000 square feet for use by the Town.

3. Bathroom Facilities

Highly Advantageous	The proposal offers two or more separate bathroom facilities, including locker rooms, for the exclusive use by the Town of Newbury.
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Advantageous	The proposal offers two or more separate bathroom facilities for the exclusive use by the Town of Newbury.
Not Advantageous	The proposal offers two or more separate bathroom facilities, but those facilities are not for the exclusive use by the Town of Newbury.
Unacceptable	The proposal offers no bathrooms that are for the exclusive use by the Town of Newbury.

4. Parking

Highly Advantageous	The proposal offers at least 6 garage bays that are exclusive to the Town's use and large enough to accommodate three (3) fire apparatus and three (3) traditionally sized vehicles.
Advantageous	The proposal offers at least 4 garage bays that are exclusive to the Town's use and large enough to accommodate two (2) fire apparatus and two (2) traditionally sized vehicles.
Not Advantageous	The proposal offers fewer than 4 garage bays that are exclusive to the Town's use.
Unacceptable	The proposal does not offer garage bays or offers bays that cannot accommodate any fire apparatus.

5. Layout Features

Highly Advantageous	The proposed space offers at least two office spaces and more than one securable records closet.
Advantageous	The proposed space offers at least one office space and a securable records closet.
Not Advantageous	The proposed space offers no office space and one records closet.
Unacceptable	The proposal does not offer office space or storage and records space.

Highly Advantageous	The proposed space offers a room large enough to store equipment and a second space large enough to store turnout gear with turnout racks for multiple members.
Advantageous	The proposed space offers at least one space large enough to store both equipment and turnout gear with turnout racks for multiple members. An outbuilding may be considered for this purpose.
Not Advantageous	The proposed space offers limited space for the storage of equipment and turnout gear with turnout racks.
Unacceptable	The proposal does not offer space for the storage of equipment or turnout gear with turnout racks.

B. Selection Process

1. Review of Proposals

The Town, through its Town Administrator, will review and analyze all Proposals based on the evaluation criteria described in this Request for Proposals. During this process the

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Town may terminate further consideration of any Proposal at its own discretion; it may also request that a Proposer submit additional information, as well as arrange for tours of the proposed space.

2. Proposal Selection and Rule for Award

Upon completion of evaluation of proposals, the Town, through its Town Administrator, will select a Proposer. The Town reserves the right to request further information from a Proposer prior to final selection. The Town reserves the right to waive any formalities.

Rule for Award: The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the solicitation, will be selected.

3. Letter of Award

Following selection of a Proposer, the Town will issue a Letter of Award. Following issuance, the selected Proposer and the Town, through its Town Administrator, will negotiate a lease agreement, subject to approval by the Newbury Select Board.

4. Execution of Contract (Lease Agreement)

The lease agreement will be subject to approval by the Newbury Select Board and execution will be contingent upon appropriation of funding and approval of the Term noted above. The lease is expected to commence by **July 1, 2025**.

VI. RESERVATIONS AND CONDITIONS

A. General Reservations

1. The Town makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of this Request for Proposals, including information that is available upon request. This information is provided subject to errors, omissions, additional changes in and different interpretations of laws and regulations.
2. The Town reserves the right to suspend, withdraw or amend this RFP at any time without notice.
3. The Town reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to award through written notice to all respondents. The Town reserves the right to change the selection process or the schedule with written notice to all respondents to the RFP or finalists, as necessary.
4. The Town reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. The Town further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in the Town's best interest to do so. If a contract is not executed with the Selected Proposer, the

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Town may choose to execute a contract with an alternate proposer from the pool of respondents, to terminate the selection process, or to begin a new selection process.

5. The Town reserves the right to discontinue its selection of any Proposer, or the entire RFP process for any reason whatsoever or for no reason, prior to the execution of a contract.

B. Conflict of Interest and Collusion

1. By submitting a proposal, a proposer (also referred to as Respondent) certifies that no relationship exists between the Respondent or any of its officers, employees, agents, or representatives and the Town, or any officer, employee, or agent of the Town that constitutes unfair competition or conflict of interest or that may be adverse to the Town.
2. By submitting a proposal, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with the Town in a way that would constitute unfair competition.

C. Confidentiality

1. Respondents should assume that all material submitted in response to the RFP will be open to the public, with the exception of the Respondents personal financial information which the Town shall endeavor to keep confidential, if included.
2. No Respondent has proprietary rights to any ideas or materials submitted in their response to the RFP. All material submitted becomes the sole property of the Town.

D. Respondent's Responsibilities

Respondents shall be entirely responsible for verifying zoning requirements, ADA compliance, insurance coverage and liabilities, fire and building code compliance, water/sewer/electrical/cable utility availability and performance, quality of all amenities and conditions of the property and lessor, and any other regulatory information as may be applicable to the use of property by the Town for the described purposes. Respondents shall also be entirely responsible for verifying any and all site conditions of the proposed property to be leased and utilized.

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Price Proposal - Worksheet

LEASE OFFER

In meeting the requirements of the Request for Proposal documents as issued on
DATE, _____ (Name of Company or Individual)
Property located at _____, offers the following proposed pricing for a
lease of Parcel ID _____.

Lease Price Offer: \$ _____ /month

If the price will not remain the same for the entire term, list additional pricing:

Company/Individual _____

Authorized Signature _____

Name and Title _____

Telephone _____

Email Address _____

Date _____

<h1 style="margin: 0;">Town of Newbury: Seeking to Lease Space for Fire Station</h1>		<h2 style="margin: 0;">Request for Proposal (RFP)</h2>
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Required Terms for Lease

Term: The term of this Lease shall be for three (3) years, commencing July 1, 2025.

Liability:

1. The Parties each individually shall assume all risk in connection with any and all activities that it engages in or on the Premises and shall be solely responsible and answerable in damages and any other equitable remedies for all accidents or injuries to all persons or property caused by either Party's activities. Neither Party shall be considered an agent or representative of the other. Neither Party shall be liable for any costs incurred by the other arising out of the Agreement, except as stated herein.
2. The Parties shall be responsible for the protection of their own assets and property. Neither Party shall be responsible for the contractors, agents, representatives, employees, guests and invitees of the other.
3. The Licensor further expressly agrees not to make any claims against the Licensee for any injury, loss, or damage to persons, including bodily injury or death, or damage to property arising out of the Agreement or the occupancy or use of the Premises by the Licensee, its contractors, agents, representatives, employees, licensees, guests and invitees, unless said claim solely arises out of or is the result of the willful, wanton, or reckless conduct of the Licensee and its employees.
4. The obligations under this section shall survive the revocation, expiration, or termination of this Agreement with respect to claims which arose prior to such revocation, expiration or termination.
5. Lessor shall indemnify, save harmless and defend Lessee from and against all losses, damages, costs, claims, suits, liabilities and expenses of any sort or nature, and from liability to any person for injury or property damage arising out of or relating to the condition of the Premises, so long as such condition was not caused by Lessee.

Insurance: The Lessor shall carry insurance at a minimum in the types and amounts as described in this section of the Agreement at its own expense.

1. General/Public/Fire and Extended Coverage Liability Insurance. The Lessor shall carry the aforementioned liability insurance as to third persons and claims based upon the use of the property with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and a minimum of Two Million Dollars (\$2,000,000.00) in the aggregate.
2. To the extent required by the Massachusetts General Laws the Lessor shall carry workmen's compensation that meets the legal requirements of the Commonwealth of

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Massachusetts and automobile insurance for vehicles used in connection with any services provided for herein with limits of One Million Dollars (\$1,000,000.00) per occurrence.

3. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Lessor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Lessee from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability related to the Premises.
4. The Lessor shall notify the Lessee immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Lessee at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Lessee upon the execution of this lease, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Lease and shall state that such insurance is as required by this lease. Failure to provide the notices required in this section or to continue in force such insurance shall be a material breach of this lease and shall be grounds for termination. The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, and contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Lease until date of final payment and termination of any coverage required to be maintained after payment.
5. The LESSEE shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

Use: The Premises is intended to be used as a fire station. Lessor grants to Lessee, its agents, employees and (where such areas are open to the public) patrons and invitees of the Town, an exclusive right to use the Premises for said purpose, subject to the right by Lessor or its designee, upon reasonable notice, to inspect and maintain the premises at the request of the Town.

Capital Repairs: Capital repairs and improvements shall be the responsibility of the Lessor, at its sole cost and expense. Any improvements made shall be suitable for the intended use of the Lessee in accordance with the requirements of the RFP issued by the Town.

Maintenance and Routine Repairs: Upon completion of any alterations, additions or improvements to the Demised Premises by Lessor to use the Demised Premises as a fire station, Lessor shall maintain the Demised Premises in good structural repair, shall make all repairs and replacements necessitated by any cause and shall make all repairs or replacements necessitated by peril covered by a standard Fire and Extended Coverage Insurance Policy, subject to terms herein. Lessee shall, at all times, have the right to inspect the progress of any such repair or replacement and waives no rights hereunder to demand proper and timely performance of all covenants related to said repairs, alterations, improvements, replacements and other construction as required or permitted by this Lease.

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If Lessor fails to commence making any repairs or replacements which Lessor is obligated hereunder to make within five (5) days after Lessee gives written notice requesting Lessor to do so, or fails to complete the same promptly, Lessee may at its option terminate this Lease upon written notice to Lessor.

Taxes, Utilities, and Rubbish/Trash Removal: The building shall have working heat, electricity and hot water. Lessee agrees to pay as they become due, Lessee's utilities including without limitation electricity, cable, water, and sewer. Lessor shall be responsible for the removal of rubbish, trash from all dumpsters, trash barrels, cans and canisters located on or at the Demised Premises.

Alterations and Installation of Equipment: Lessee may make such alterations, additions and improvements to the Demised Premises from time to time during the Term of this Lease that are deemed necessary and appropriate by Lessee to use the Demised Premises as a fire station.

Rent: Lessee shall pay to Lessor monthly rent for said Demised Premises in the sum of _____ per month, payable in advance on the first day of each month throughout the Term of this Lease.

Subject to Appropriation: Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

Compliance with Laws and Bylaws: The Parties shall comply with all federal, state, county and municipal laws and any and all rules, ordinances, codes and regulations of any duly constituted authority presently affecting or respecting the Demised Premises in the construction of any improvements herein, and Lessor's obligation for the construction of such improvements shall also include the erection of any further improvements that may be required by all applicable laws, bylaws, rules and regulations. Where applicable to the Lease, the provisions of the General Laws are incorporated by reference into this Lease, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* – Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* – Public Buildings Contracts

Massachusetts Prevailing Wage Laws

The Parties shall comply with all federal, state, county and municipal laws and all ordinances, codes, rules and regulations, present and future, of any duly constituted authority affecting or respecting the use or occupancy of the Demised Premises, or the business at any time thereon transacted by either party after the commencement of the Term of this Lease.

Conflict of Interest: The parties acknowledge the provisions of the State Conflict of Interest Law (General

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Laws Chapter 268A), and this Lease expressly prohibits any activity which shall constitute a violation of that law. The Lessor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Lease; and by executing the Lease the Lessor certifies to the Lessee that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

Certification of Tax Compliance: This LEASE must include a certification of tax compliance by the Lessor, as required by General Laws Chapter 62C, Section 49A.

Non-Discrimination/Affirmative Action: The parties shall carry out the obligations of this Lease in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

Termination: Either party may terminate this lease for a material breach of any of the provisions herein upon sixty (60) days written notice to the other party and a reasonable opportunity to cure.

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CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of Proposer

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all

name of Proposer

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to
taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature Date

Name

Federal Tax ID # or Social Security #

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CERTIFICATION OF GOOD FAITH/ NON-COLLUSION

The undersigned certifies under pains and penalties of perjury that this award has been obtained 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.

The Proposer by:

Print Name

Title/Authority

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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.

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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 emailed to realestate.dcam@mass.gov or otherwise delivered to:

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

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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):

NAME

RESIDENCE

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- (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

NAME:

POSITION:

_____	_____
_____	_____
_____	_____

- (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.

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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