

Town of Wayland
WAYLAND PUBLIC SCHOOLS

**Acquisition of Real Property via Lease:
For
School Bus Parking**

Request for Proposals

Issued: May 30, 2017

RFP Due: July 11, 2017, by 10:30 AM

**Contact: Susan Bottan, School Business Administrator, Wayland Public Schools
Susan_Bottan@Wayland.K12.ma.us**

All potential Proposers are required to email Susan Bottan, School Business Administrator for Wayland Public Schools at Susan_Bottan@Wayland.K12.ma.us to request a copy of the Request for Proposal for Bus Parking for Wayland Public Schools. This document and any addenda thereto are issued electronically. It is the responsibility of every Proposer who receives this bid document and all associated documents to check the Wayland Public Schools Website for any addenda or modification to this solicitation, if they intend to respond. The Town of Wayland accepts no liability to provide accommodation to Proposers who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town of Wayland. Proposers may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

The Town of Wayland invites proposals from businesses or municipalities for the lease of land for school bus parking for the Wayland Public Schools. The Town of Wayland reserves the right to waive any defect in a proposal and to select the firm or municipality that the Town of Wayland in its sole discretion determines best meets the needs of the Town of Wayland and the Wayland Public Schools. The Town of Wayland reserves the right to accept, reject, and/or suggest modifications to any and all proposals and make awards as deemed in the Town of Wayland best interest.

Table of Contents

	Page Number
I. INTRODUCTION AND BACKGROUND	3
A. Background	3
II. KEY DATES FOR PROPOSAL	4
III. PROPOSAL INSTRUCTIONS	4
A. Instructions to Proposers	4
B. Site Visit	5
C. Questions and Clarifications	5
D. Notification of Award	6
E. Operating Agreement	6
G. Lease	6
IV. PROPOSAL REQUIREMENTS	6
A. Minimum Requirements	6
B. Premise Requirements/Minimum Criteria	7
C. Nature of Use	8
D. Additional Narrative Information	8
E. Miscellaneous Requirements	8
V. PROPOSAL EVALUATION	8
A. Minimum Criteria	8
B. Comparative Criteria	9
VI. PROPOSAL SUBMISSION REQUIREMENTS	10
A. Submission	10
B. Contact Information	10
APPENDICES	11
APPENDIX A- Certificate of Non-collusion	11
APPENDIX B- State Taxes Certificate	12
APPENDIX C- Pricing Lease Worksheet	13
APPENDIX D- Legal Advertisement	15
APPENDIX E- Conflict of Interest Certification	16
APPENDIX F- Disclosure of Beneficial Interest	17
APPENDIX G- Sample Lease	19

Town of Wayland
WAYLAND PUBLIC SCHOOLS

**Acquisition of Real Property via Lease:
For
School Bus Parking**

SECTION I. INTRODUCTION AND BACKGROUND

The School Committee of the Town of Wayland is soliciting responses from qualified parties for the acquisition, by lease, of property to be used for contracted school bus parking for the Wayland Public Schools. The highly advantageous location of the lease property will be located within four (4) miles of the Town of Wayland Center located at 400 Boston Post Road (Parcel 23-052), Wayland, Massachusetts and suitably sized for parking twenty-one (21) school buses, each with a (71) passenger capacity, and zoned for on-site fueling. Office space is desirable, but not required. If office space is unavailable there must be enough room and zoning in place to place a single wide work trailer on site. Office space must have access to utilities including electricity, sewer, telecommunications and water. The parking area will also be used to park up to twenty-three (23) drivers' and/ dispatcher's vehicles. The Town of Wayland requires a three (3) year base lease with a two (2) year option to be exercised at the sole discretion of the Town of Wayland.

This Request for Proposal (RFP) is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Chapter 16 and all lease documents must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all prospective Proposers who received copies of the original request.

Responses are due on July 11, 2017 at 10:30 AM in the School Business Administrator's Office, Wayland Public Schools, 41 Cochituate Road, Wayland, MA 01778 at which time and place they will be accepted and distributed for review by the Wayland School Committee's Evaluation Committee.

Town of Wayland reserves the right to reject any or all proposals or cancel this Request for Proposal if deemed to be in the best interest of the Wayland School Committee and/or the Town of Wayland.

A. BACKGROUND

The Wayland Public Schools is a department of the Town of Wayland, a picturesque New England town located 19 miles west of Boston of approximately 13,000 residents. Wayland Public Schools is a high performing suburban school district consisting of five schools: three grades K-6 elementary schools, one grades 6-8 middle school and one grades 9-12 high school. Wayland Public Schools is governed by a Superintendent and a School Committee of five members selected at-large for staggered three-year term. Total enrollment in the Wayland Public Schools on October 1, 2016 was nearly 2700 students. The appropriated FY 2017 operating budget totals \$37,722,833.

The School Department currently provides for regular, athletic and extracurricular transportation for the students through a contracted service provider. Through this Request for Proposal, the Town of Wayland is seeking to find a suitable property to evaluate for use as a parking lot for the School Transportation Program.

SECTION II. KEY DATES FOR PROPOSAL

Key dates for this Proposal:

May 30, 2017	RFP Release Date
June 4, 2017 and June 11, 2017	Advertise RFP in the METROWEST
June 13, 2017	Deadline for emailing questions by 4:00 PM
June 30, 2017	Deadline for correction, modification or withdrawal of bid by 4:00 PM.
July 11, 2017	Proposals Due at 10:30 AM in the Business Administrator's Office
Within 60 to 90 days	Notice of award to most advantageous Proposer
July 1, 2018	Date for lease to commence

SECTION III. PROPOSAL INSTRUCTIONS

A. Instructions to Proposers

1. Attention of all Proposers is directed to Chapter 30B Section 16 of the General Laws of the Commonwealth of Massachusetts governing transactions involving real property and to all other applicable Sections of the General Laws as most recently amended which govern the award of this contract.
2. The Town of Wayland may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town of Wayland or if it is otherwise in the best interest of the Town of Wayland.
3. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications arising from these documents shall be emailed to the School Business Administrator by June 13, 2017 at 4:00 PM at susan_bottan@wayland.k12.ma.us. Each Proposer shall acknowledge receipt of any and all addenda issued to the Request for Proposals by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
5. The Proposer shall sign the proposal in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
6. Proposers may correct, modify or withdraw the original proposals on or before the date and time stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the Proposer. Any late correction or modification to the proposal will not be accepted. A Proposer who wishes to withdraw a proposal must make a request in accordance with Section II "Key Dates for this Proposal."
7. Each Proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any Proposer from any obligation with respect to his/her proposal.
8. It is understood that the Proposal submitted to the Town of Wayland will remain valid for 90 days past the submission deadline.

**Town of Wayland: Request for Proposals Acquisition of Real Property via Lease For School Bus Parking, RFP
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9. The Proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over real property transactions shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
10. It is understood that the Proposer has submitted the Proposal in good faith and has not colluded with any other individuals, organizations, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
11. All costs involved in preparing the Proposal will be borne by the Proposer; the Town of Wayland or any Department, Division or Section of the Town of Wayland, including the Wayland School Department or School Business Administrator will not be liable for any costs associated with the creation of the Proposal.
12. Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
13. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the Proposer.
14. Any lease agreement resulting from this RFP shall be awarded to the Proposer whose Proposal is deemed to be the most Highly Advantageous to the School Department. The Town of Wayland will appoint an evaluation committee, which will determine whether a submitted proposal satisfies the requirements of this RFP and rate, based on the Proposal Evaluation Rules for Award defined in Section V. of this RFP document, whether the Proposal will prove advantageous to the School Department. The Town of Wayland will make the final decision of award.
15. **By submitting a proposed lease property for consideration in response to this Request for Proposal, the Proposer hereby commits that the Town of Wayland will have sole and exclusive right on said property to accept or reject the lease proposal for up to 90 days after due said of this proposal.**
16. The Proposer must have clear title to the property in question, which may include a valid mortgage, which is not in default or in danger of default.

B. Site Visit

After the receipt and opening of the lease proposals, the Town of Wayland and/or its evaluation committee reserves the right to visit any location that meets the minimum requirements. Proposers must be able to provide access to the proposed lease premises for a minimum of six (6) weeks after the opening of the proposals for viewing by the RFP evaluation committee.

C. Questions and Clarifications

Any questions or requests for clarification shall be submitted via email to Susan Bottan, the School Business Administrator, at susan_bottan@wayland.k12.ma.us, prior to the date and time indicated in Section II in order to afford the Town of Wayland adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the lease. Those who have received a copy of the RFP will be notified of such changes and will receive a copy of any addenda. Additionally a copy of the addenda will be posted on the Wayland Public Schools website. A copy of all addenda must be signed and included in the Proposer's response to the RFP.

D. Notification of Award

All Proposers will be notified of the selection decision upon receipt of the Town of Wayland authorization to proceed. It is anticipated that a decision will be made within 60 to 90 days from proposal receipt date. It is anticipated that notification will be timely. The base lease will commence July 1, 2018 to June 30, 2021 with one (1) two (2) year option to be exercised at the sole discretion of the Wayland School Committee.

E. Lease Agreement

This Request for Proposal, as well as the selected Proposer's proposal, and any addenda to the proposal, will become part of the negotiated lease documents.

G. Lease

The standard lease that is attached as an appendix to this request is to provide the Proposer with a sample of the lease document that will be finalized with the Proposer.

- 1) **Length of Lease.** The Town of Wayland requires a three (3) year lease and one two (2) year option to be exercised at the sole discretion of the Town of Wayland and contingent on yearly funding appropriation.
- 2) **Additional Terms.** The lease attached is meant to be the Town of Wayland offered lease terms. Minor changes may be considered, but any major changes to the lease documents that result in any potential for compromising the competitive process, will not be considered. Issues regarding the lease terms should be brought up prior to the submission of proposals, and if a provision is in need of inclusion, an addendum will be issued to all potential Proposers.

SECTION IV. PROPOSAL REQUIREMENTS

A. Minimum Requirements

The Town of Wayland's named evaluation committee shall reject proposed properties which do not meet the following certain minimum requirements.

1. The Town of Wayland reserves the right to require a financial statement from Proposer to demonstrate financial stability. Proposals may be rejected from those in bankruptcy or experiencing other precarious financial circumstances if deemed in the best interest of the Town of Wayland. The Town of Wayland reserves sole discretion to determine whether a Proposer's financial circumstances are acceptable.
2. Proposals will be accepted only from owners or from agents who have demonstrated a sole right to lease the property. Agents acting on behalf of owners must submit with their bid an authorization form executed by the owner(s) of record.
3. All proposals shall be submitted to the School Business Administrator's office, as stated in Section VI "Proposal Submission Requirements.". Each property shall be in SEALED envelopes clearly marked "**Wayland Public School Request for Proposal: Lease of School Bus Parking.**" Price proposals must be sealed in a separate envelope and clearly marked "**Wayland Public School Request for Proposal: Lease of School Bus Parking - Price Proposal**".
4. The proposal must be received in the School Business Administrator's Office located on the second floor of the Town of Wayland's Town Administration Building, Wayland Public Schools, 41 Cochituate Road, Wayland, MA 01778 by the deadline for receipt of proposals, as determined by the date and time stamp located in the mailroom of the Wayland Public Schools central office,

**Town of Wayland: Request for Proposals Acquisition of Real Property via Lease For School Bus Parking, RFP
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and must be complete (must include or address all items specified in Section VI—Proposal Requirements).

5. The Proposer must have signed both the Certificate of Non Collusion (Appendix A) and the State Taxes Certification Clause (Appendix B) and include them in the proposal package. The Proposer must also fill out and sign the Disclosure of Beneficial Interests in Real Property Transaction form included with this packet. This form is required by State Law.
6. The proposal must be signed by an agent of the company, or an individual who has authority to offer the proposal at the price(s) stated.
7. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the Proposer has read and understands all Sections and provisions herein. Exceptions, if any, are to be clearly stated.
8. All addenda are to be signed and included in the proposal to indicate the Proposer's acknowledgement of the addenda.
9. All responses are to include conceptual drawing or site photo and layout of the placement of twenty-one (21) school buses, each with a (71) passenger capacity, twenty-three (23) vehicles and a single wide work trailer, if office space is unavailable. School Committee may make the decision during any given year to increase the size of one or more buses to a capacity of (84) passengers.

B. Property Requirements

Minimum Requirements/Minimum Criteria

1. Location – Preferred premises will be located within 4 miles of the Wayland Town Center, 400 Boston Post Road (Parcel 23-052), Wayland, MA 01228.
2. Suitably sized for parking twenty-one (21) school buses, each with a (71) passenger capacity and twenty-three (23) vehicles. The approximate size of each bus is length forty (40) feet, width eight (8) feet, height eleven (11) feet, nine (9) inches.
3. Office space is desirable, but not required. If office space is unavailable there must be enough room and zoning in place to place a single wide single wide work trailer on site. A single wide work trailer measures approximately length sixty (60) feet by width ten (10) feet.
4. Property will be level without significant sloping (suitable for parking area and office space). Property that does not currently meet these requirements at the time of bid opening, but could be altered to suit the purposes of the Town of Wayland's needs defined in this RFP, may be considered if modification responsibilities and costs are carried by the Proposer in adequate time for lease commencement.
5. Property will include security, lighting and hard packed surface (e.g., stone or gravel or asphalt). Security is defined as fencing and/or surveillance cameras.
6. Property must be zoned for intended use (single wide work trailer if office space is unavailable, on-site fueling, minimal maintenance).
7. Property should be served by all necessary public utilities (e.g., water, electric, and telecommunications).
8. The Proposer shall maintain the property throughout the contractual period (e.g., snowplowing, sweeping, storm debris clearing).

9. Property will be available for occupancy by Town of Wayland for its School Transportation Program beginning July 1, 2018.
10. Proposer shall carry liability, fire, and property insurance including spill coverage in case of vandalism or a fuel release on the property and name the Town of Wayland Public Schools and its bus contractor as additional insurers. Evidence and documentation of insurances will be included in final lease agreement. The Proposer shall keep in force a comprehensive public liability insurance in the amount of Two Million Dollars (\$2,000,000.00) with property damage insurance in limits of Five Hundred Thousand (\$500,000.00) in responsible companies qualified to do business in Massachusetts and good standing therein insuring the LESSEE and its bus contractor as well as LESSOR against injury to persons or damage to property as provided.

C. Nature of Use

The Town of Wayland is seeking a lease property for parking/base of operations for school transportation services for the students enrolled in the Wayland Public Schools. This program would require a suitably sized property with parking capacity for twenty-one (21) school buses each with a (71) passenger capacity, twenty-three (23) vehicles, zoned for on-site fueling and with office space desirable, but not required. If office space is unavailable there must be enough room and zoning in place to place single wide work trailer with access to utilities including electricity, internet and water.

D. Additional Narrative Information

All Proposers must submit a statement that indicates the financial and ownership criteria as stated in Section IV, Section “Minimum Requirements.” The Town of Wayland reserves the right to request additional financial information from Proposers to make adequate investigation into the financial status of a Proposer.

SECTION V. PROPOSAL EVALUATION: RULE FOR AWARD

The evaluation process will include each proposal being reviewed by the Town of Wayland’s appointed evaluation committee. Those proposals that meet all of the minimum requirements outlined in this RFP and are determined to be both responsive (those that offer all of the basic requirements requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to enter into a lease of property relationship with the Town of Wayland) will be further reviewed using the comparative criteria outlined in this Section.

The evaluation committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each criterion contains ratings of:

- Unacceptable
- Acceptable
- Advantageous
- Highly Advantageous

A. Minimum Criteria—*Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.*

1. Minimum Requirements: Proposers must meet the minimum requirements as specified in Section IV.

B. Comparative Criteria

1. **Location of proposed lease premises as noted on the attached GIS maps as defined by Town of Wayland GIS System.**
http://www.wayland.ma.us/Pages/WaylandMA_GIS/index

Unacceptable – Proposed lease premises is located 4 or more miles outside of Wayland Town Center.

Acceptable - Proposed lease premises is located 3 miles to less than 4 miles of Wayland Town Center.

Advantageous - Proposed lease premises is located 2 miles to less than 3 miles of Wayland Town Center.

Highly Advantageous- Proposed lease premises is located less than 2 miles of Wayland Town Center.

2. **Condition of Parking Area at the Time of Bid Opening**

Unacceptable – At the time of RFP evaluation, the Proposer’s property is in poor condition and requires a great deal of renovation before commencement of lease by Town of Wayland

Acceptable – At the time of RFP evaluation, the Proposer’s property is in fair condition and would require some renovations by Proposer with costs incurred by the Proposer before commencement of lease by Town of Wayland.

Advantageous – At the time of RFP evaluation, the Proposer’s property is in good condition and would require minimal renovations by Proposer with costs incurred by Proposer before commencement of lease by Town of Wayland.

Highly Advantageous – At the time of RFP evaluation, the Proposer’s property is in very good to excellent condition with minor to no renovations required by Proposer before commencement by the Town of Wayland.

3. **Office Space**

Unacceptable – Proposed property does not have existing office space and there lacks space on the property to install a single wide work trailer.

Acceptable – Proposed property does not have existing office space however there is space on the property to install a single wide work trailer served by all necessary utilities.

Advantageous – Proposer will provide an office space on site with access to a waiting/meeting room and restroom facilities.

Highly Advantageous – Proposer will provide an office on site with access to a waiting/meeting room, restroom facilities and space for storage.

4. **Capacity of Property for Use Requirements**

Unacceptable – Proposed property has no capacity to park twenty-one 71- capacity school buses, twenty-three vehicles and single wide work trailer, if office space is unavailable, without significant bus stacking (each bus lacks an accessible parking space but rather buses are parked closely together, one behind the other or next to the other, in such a way that some buses are inaccessible.)

Acceptable – Proposed property has capacity to park twenty-one 71- capacity school buses, twenty-three vehicles and single wide work trailer, if office space is unavailable, with minimal bus

stacking (each bus lacks an accessible parking space but rather buses are parked closely together, one behind the other or next to the other, in such a way that some buses are inaccessible.)

Advantageous - Proposed property is one acre, has capacity to park twenty-one 71- capacity school buses, twenty-three vehicles and single wide work trailer, if office space is unavailable, with minimum space required for resulting in no bus stacking (each bus lacks an accessible parking space but rather buses are parked closely together, one behind the other or next to the other, in such a way that some buses are inaccessible.)

Highly Advantageous – Proposed property is one acre, has capacity to park twenty-one 71- capacity school buses, twenty-three vehicles and single wide work trailer, if office space is unavailable, with ample room for entering, exiting, and parking.

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

A. Submission

All proposals shall be submitted to the School Business Administrator’s office as stated in Section IV “Proposal Requirements”: One SEALED envelope containing the original proposal and six (6) copies of the proposal clearly marked “**Wayland Public School Request for Proposal: Lease of School Bus Parking.**” The price proposal must be in a SEPARATE SEALED envelope and clearly marked “**Wayland Public School Request for Proposal: Lease of School Bus Parking - Price Proposal**”.

It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place. Late submittals will not be accepted.

Each proposal shall include a cover letter including name of Proposer, address, email address and telephone number signed by a duly authorized individual. In addition, each proposal shall list the names, addresses, phone numbers and email addresses of three current or prior leasing and/or business clients.

B. Contact Information

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished and posted on the Wayland Public Schools website at <http://www.wayland.k12.ma.us/>. The last day to submit written requests is indicated in the Key Dates Section II. After that day, no requests or questions will be accepted. Please contact the Town of Wayland for clarification of this Request for Proposal, direct all inquiries regarding this requirement to:

Susan Bottan
School Business Administrator
Wayland Public Schools
41 Cochituate Road
Wayland, MA 01778
Email: Susan_Bottan@Wayland.K-12.ma.us
Wayland Public Schools Website: <http://www.wayland.k12.ma.us/>

Business Hours: 9:00 AM to 5:00 PM Monday through Friday

Appendix A

TOWN OF WAYLAND WAYLAND PUBLIC SCHOOLS

CERTIFICATE OF NON COLLUSION

**Town of Wayland: Request for Proposals Acquisition of Real Property via Lease For School Bus Parking, RFP
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The undersigned certifies 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.

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

TELEPHONE _____

DATE _____

Appendix B

**TOWN OF WAYLAND
WAYLAND PUBLIC SCHOOLS**

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

_____ by: _____
* Signature of individual or Corporate Officer
Corporate Name (Mandatory) (Mandatory, if applicable)

**Social Security # or Federal Identification #

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

** Corporate Officer's Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether all tax filing or tax payment obligations have been met. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

Appendix C

**TOWN OF WAYLAND
WAYLAND PUBLIC SCHOOLS**

Lease Pricing Worksheet

In meeting the requirements of the Request for Proposal documents dated May 30, 2017

_____ offers the following proposed pricing for the lease of
(Name of Company or Individual)

Property located at _____
(address of proposed lease premises)

Property Parcel # _____

Parking Lot Size _____ acres

Office facilities, if available:

Office Space: _____ square feet

Restroom(s): _____ quantity

_____ square feet

Waiting/meeting Room: _____ square feet

Small Storage Space: _____ square feet

Include detailed description of property for evaluation including conceptual drawing/photo layout of twenty-one (71) capacity buses, twenty-three vehicles, and one single wide work trailer if office space is unavailable.

Proposed Lease Price:

3 Year Term: July 1, 2018 to June 30, 2021

Year 1 _____/month X 12 = \$ _____

Year 2 _____/month X 12 = \$ _____

Year 3 _____/month X 12 = \$ _____

TOTAL 3 Year Term \$ _____
(In dollars)

TOTAL 3 Year Term _____
(In words)

(Continued on next page)

Appendix C, continued from previous page

TOWN OF WAYLAND
WAYLAND PUBLIC SCHOOLS

Lease Pricing Worksheet, continued from previous page

Proposed Lease Price:

One two (2) year option to be exercised at the sole discretion of the Wayland School Committee:

Year 4 _____/month X 12 = \$ _____

Year 5 _____/month X 12 = \$ _____

TOTAL 2 Year Option \$ _____
(In dollars)

TOTAL 2 Year Option _____
(In words)

GRAND TOTAL – 3 Year Term plus 2 Year Option:

In dollars: \$ _____

In words: _____

By submitting a proposed lease property for consideration in response to this Request for Proposal, the Proposer hereby commits that the Town of Wayland will have sole and exclusive right on said property to accept or reject the lease proposal for up to 90 days after due said of this proposal. Additional information may be added as needed to adequately give the evaluation committee information to consider each proposal offer.

Name (Print) _____
Address _____ _____
Telephone _____, Cell # _____
email _____
_____ Signature of Authorized Agent of Entity Offering Proposal
Date _____

Appendix D

CONFLICT OF INTEREST CERTIFICATION

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a contract for these services.

2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.

3. No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.

4. The Bidder named below understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual.

5. The Bidder understands that the Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

Appendix E

LEGAL ADVERTISEMENT FOR RFP REGARDING REAL PROPERTY

The School Committee of the Town of Wayland is soliciting responses from qualified parties for the acquisition, by lease, of property to be used for contracted school bus parking for the Wayland Public Schools. The highly advantageous location of the lease property will be located within four (4) miles of the Town of Wayland Center located at 400 Boston Post Road (Parcel 23-052), Wayland, Massachusetts and suitably sized for parking twenty-one (21) school buses, each with a (71) passenger capacity, and zoned for on-site fueling. Office space is desirable, but not required. If office space is unavailable there must be enough room and zoning in place to place a single wide work trailer on site. Working space must have access to utilities including electricity, sewer, telecommunications and water. The parking area will also be used to park up to twenty-three (23) drivers' and/ dispatcher's vehicles. The Town of Wayland requires a three (3) year base lease with a two (2) year option to be exercised at the sole discretion of the Town of Wayland.

This Request for Proposal (RFP) is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Chapter 16 and all lease documents must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all prospective Proposers who received copies of the original request.

Town of Wayland reserves the right to reject any or all proposals or cancel this Request for Proposal if deemed to be in the best interest of the Wayland School Committee and/or the Town of Wayland.

Responses are due on July 11, 2017 at 10:30 AM in the School Business Administrator's Office, Wayland Public Schools, 41 Cochituate Road, Wayland, MA 01778 at which time and place they will be accepted and distributed for review by the Wayland School Committee's Evaluation Committee. All proposals shall be submitted to the School Business Administrator's office in one SEALED envelope containing the original proposal and six (6) copies of the proposal clearly marked "**Wayland Public School Request for Proposal: Lease of School Bus Parking.**" The price proposal must be in a SEPARATE SEALED envelope and clearly marked "**Wayland Public School Request for Proposal: Lease of School Bus Parking – PRICE PROPOSAL**".

An award will be made within 60-90 days. Specifications and required forms will be released beginning on May 30, 2017 at 10:30 AM. Requests for RFPs should be submitted via email to Susan Bottan, School Business Administrator, at Susan_Bottan@Wayland.K12.ma.us Monday through Friday from 9:00 AM to 5:00 PM, excluding holidays.

Town of Wayland reserves the right to reject any or all proposals or cancel this Request for Proposal if deemed to be in the best interest of the Town of Wayland and or the Town of Wayland.

Advertisement placed in Metrowest news publication, Legal Notices, weeks of June 4, 2017 and June 11, 2017

Appendix F

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Divisions of Capital Planning and Operations, as required by M.G.L. c. 7, sec 40 J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale Lease or rental for _____ (term):

4. Lessor(s): _____

Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not to be disclosed.*

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this Section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name

Title or position

_____	_____
_____	_____

(Continued on next page)

Appendix F, continuation from previous page

Disclosure of Beneficial Interests in Real Property Transaction, continuation from previous page

6. This Section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix G

SAMPLE LEASE AGREEMENT

Article 1: Parties

(LESSOR NAME & ADDRESS), LESSOR, which expression shall include heirs, successors, and assigns where the context so admits, does hereby lease to the Town of Wayland and Wayland Public Schools, by its School Committee, hereinafter called the LESSEE, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with its usual office located at 41 Cochituate Road, Wayland, MA 01778, LESSEE, which expression shall include successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

Article 2: Premises

(ADDRESS AND DESCRIPTION OF LEASE PROPERTY)

Request for Proposal entitled "Wayland Public School Request for Proposal: School Bus Lease Property" dated _____ is hereby made part of this lease, including, the conflict of interest certification, certificate of non collusion, and disclosure of beneficial interests as well as the responsive bid documents.

Article 3: Term

The term of this lease shall be for three (3) years with one (1) two (2) year option at the sole discretion of the LESSEE, commencing (DATE) and ending (DATE). The term of this lease is subject to ongoing annual appropriation of sufficient funds by the LESSEE. LESSEE may terminate this lease upon written notice to LESSOR if a source of money to fund the lease is lost during any year of the lease term. In the alternative, the parties may agree in writing to amend the lease to provide for a lease price which represents the reduced appropriation for a contract year.

Article 4: Rent

The LESSEE shall pay to the LESSOR fixed rent at the rate of \$_____ per year, payable in advance in monthly installments of \$_____, subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction at the beginning of every month

Article 5: Utilities (as applicable – to be adjusted based on actual property leased)

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel service. LESSOR will furnish reasonable hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, and to furnish services as is customary in a similar building in said city or Town of Wayland, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies for the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

Article 6: Use of Leased Premises

The LESSEE shall use the leased premises only for the purpose of conducting school bus transportation services.

Article 7: Compliance with Laws

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the City/Town in which the premises are situated.

Article 8: Maintenance and Lessee's Obligations

LESSOR has the responsibility for snow removal, maintenance, security of the leased premises. The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

Article 9: Lessor's Obligations

The LESSOR agrees to maintain the structure of the leased site, if present, of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

Article 10: Alterations or Additions

The LESSEE shall not make structural alternations or additions to the leased premises including the property unless the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to the LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein, unless such improvement is a portable structure, which would then be removed at the end of the lease term at the LESSEE's option and expense.

Article 11: LESSOR's Access

The LESSOR or agents of the LESSOR may, at reasonable times and with reasonable notice, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

Article 12: Indemnification and Liability

The LESSOR shall hold the LESSEE harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSEE, and from all loss and damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSOR. The removal of snow and ice from the premises and any sidewalks bordering upon the leased premises shall be LESSOR's responsibility.

Article 13: LESSOR's Liability Insurance

**Town of Wayland: Request for Proposals Acquisition of Real Property via Lease For School Bus Parking, RFP
Issued on May 30, 2017. RFP Due on July 11, 2017 by 10:30 AM.**

The LESSOR shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of Two Million Dollars (\$2,000,000.00) with property damage insurance in limits of Five Hundred Thousand (\$500,000.00) in responsible companies qualified to do business in Massachusetts and good standing therein insuring the LESSEE as well as LESSOR against injury to persons or damage to property as provided. The LESSOR shall deposit with the LESSEE certificate for such insurance at or prior to the commencement of the term, thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

Article 14: Fire, Casualty, Eminent Domain

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty or taking renders the leased premises substantially unsuitable for their intended use, the LESSEE may elect to terminate the lease upon 10 days written notice to LESSOR.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

Article 15: Default and Bankruptcy

In the event that:

- (a) The LESSOR shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (b) The LESSOR shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,
- (c) The LESSOR shall sell or lease the property,

Then the LESSEE shall have the right thereafter to remain on the leased premises and to declare the continuation of the term of this lease.

In the event that:

- (d) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for thirty (30) days after written notices thereof; or
- (e) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (f) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

Then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

Article 16: Notice

In the event that LESSOR defaults on any of its obligations under this Lease, LESSEE may terminate this lease upon 10 days written notice to LESSOR. No payment by LESSEE to LESSOR shall be deemed to be a waiver of any right of the LESSEE under this lease or ratification by the LESSEE any breach hereof by him. Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the leased premises, registered or certified mail, return

receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at:

(state name and address)

Article 17: Surrender

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alternations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

Article 18: Condition of Premises

Upon commencement of the lease, the LESSOR will ensure the premises meet the requirements as defined by the LESSEE and as agreed upon by the LESSOR in the RFP proposal submitted by the LESSOR and at all times during the term of said lease.

Article 19: Liability of Owner

No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

Article 20: Other Provisions

It is also understood and agreed that the LESSEE shall have the option to extend the lease, under the same terms and conditions, for a period of one (1) two (2) year term. This option shall be contingent upon adequate funding appropriation.

Article 22: Miscellaneous

This lease shall be interpreted and construed according to Massachusetts law. Any action or suit to enforce the provisions of this lease shall be commenced and maintained in the Superior Court of Middlesex County, Massachusetts.

ENTIRE AGREEMENT- this Lease constitutes the entire agreement of the parties, and shall not be amended or modified unless by the parties through their legal, authorized representatives in writing.

If any provision of this lease shall be determined to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

WITNESS WHEREOF, the said parties hereunto set their hands and seals this _____ day of _____, 2017

FOR THE LESSEE:

TOWN OF WAYLAND

FOR THE LESSOR:

Print Name

Signature