Invitation for Bid
Purchase and Development of Property

41 Piedmont Street
Worcester, Massachusetts

Edward M. Augustus, Jr.
City Manager

Michael E. Traynor, Esq.
Chief Development Officer

Project Manager:
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City of Worcester Overview

A robust, vibrant city in the heart of the Commonwealth of Massachusetts, Worcester combines the warmth of a small town and the convenience of a thriving city. As the second largest city in New England, Worcester boasts diverse neighborhoods, distinguished colleges and cultural institutions, and a proud history of innovation and enterprise. With its close proximity to Boston, MA, Springfield, MA, Providence, RI, and Hartford, CT, and over six million people living within a 50-mile radius, Worcester is at a crossroads, providing unique opportunities for growth and development.

As a manufacturing and innovation giant for over two centuries, Worcester has transformed itself into a leader in biotechnology, advanced manufacturing, information technology, health care, and medical research. Worcester is well-poised for success, due to a number of factors that make the city a natural environment for development: major investments in transportation projects, such as the Massachusetts Turnpike/Route 146 Interchange and the magnificently renovated Union Station, an intermodal center providing commuter rail to Boston, as well as Amtrak service to Boston and New York and intra- and inter-city bus services; a wealth of intellectual capital with its renowned colleges, universities, and cultural institutions; a competitively priced housing market; a strong primary and secondary school system, including a state-of-the-art, nationally recognized vocational high school; an increasingly educated workforce; and a deep-rooted commitment to public/private partnerships. Together, these strengths have led to unprecedented investment in the city.

Worcester is in the midst of an investment boom with more than $2.3 billion of both private and public projects currently planned, under construction, or recently completed. In only the last few years, CitySquare, one of the largest public-private initiatives in the Commonwealth, welcomed a new corporate office for Unum Group and the Saint Vincent Cancer & Wellness Center, as well as the planned construction of a new AC by Marriott Hotel, a 370-unit residential complex, the construction of a new 550-car underground public parking garage, and the redevelopment of premium commercial/retail space at ground and second levels of the 90-120 Front Street complex known as Mercantile Center which will pave the way for UMass Memorial Health Care to occupy approximately 76,000 square feet of office space; the Hanover Theatre for the Performing Arts, the 2008 renovation of the former Loew’s Poli Palace, drew more than 200,000 visitors to Downtown’s Federal Square this past year; the City’s DCU Convention Center & Arena completed a $30 million makeover; Gateway Park, which already includes Worcester Polytechnic Institute’s new, $40 million, 120,000 square foot Life Sciences and Bio-Engineering Center at Gateway Park, expanded with the opening of Gateway II, a 92,000 square foot office and laboratory building, a third 89,000-square-foot LEED certified residence hall completed by WPI, and finally a 100-room Hampton Inn is under construction and scheduled to open in 2016; and UMass Medical School opened the 500,000 square foot Albert Sherman Center and the 250,000 square foot Advanced Center for Clinical Care, Education, and Sciences, which will increase Worcester’s standing as one of the nation’s leading centers for medical advancements. All across the City, in the Downtown and the neighborhoods, people are finding Worcester a good investment
INVITATION FOR BID - BID # 6530-W6

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS

INVITATION FOR BID TITLE: Property Sale, 41 Piedmont Street Property

All bid offers are subject to the terms, conditions, and specifications herein set forth:

1. The City of Worcester is inviting competitive bids for the purchase of one (1) surplus property located at 41 Piedmont Street, consisting of an 8,166 square foot parcel of land and a 3,600 square foot vacant building.

2. The site is zoned Residence, General - 5 (RG-5).

3. Redevelopment must be consistent with permitted by-right and special permit uses within the zoning district. Bids may be conditioned upon the receipt of a special permit or dimensional zoning relief (if necessary) as a prerequisite to closing. However, no other conditions will be allowed.

<table>
<thead>
<tr>
<th>Address</th>
<th>MBL</th>
<th>Parcel Size</th>
<th>Gross Building Area</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>41 Piedmont Street</td>
<td>06-016-17+20</td>
<td>8,166 SF</td>
<td>3,600 SF</td>
<td>RG-5.0</td>
</tr>
</tbody>
</table>

4. Sealed bids are due at the City of Worcester Purchasing Division, Room 201, City Hall, Worcester, Massachusetts 01608 no later than 10:00 A.M. on April 27, 2016.

5. A walk-thru of the property has been scheduled for April 6, 2016 at 10:00 A.M. All prospective bidders are encouraged to attend.

6. The minimum bid price is $25,000. The property will be sold to the highest qualified bidder. If multiple high bids of equivalent value are received from qualified bidders, the bid will be awarded to the Bidder that is based in the city of Worcester. If multiple high bidders are based in the city of Worcester, the bid will be awarded by a random drawing conducted by the Purchasing Director.
7. Bids to purchase the property must include a certified check made payable to the “City Treasurer, City of Worcester” in the amount of 10% of the proposed purchase price as bid security. This must be submitted under separate sealed cover marked “Bid Security”. In the case of default, the surety shall be forfeited to the City as liquidated damages.

8. Any prospective Bidder requesting a change in or interpretation of existing specifications or terms and conditions must do so within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before the scheduled bid opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered or any interpretation issued unless such request is submitted to the Purchasing Director within five (5) days (Saturdays, Sundays, and Legal Holidays Excluded) before the scheduled bid submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

Christopher J. Gagliastro, Purchasing Director  
City of Worcester, City Hall  
455Main Street, Room 201  
Worcester, MA 01608  
gagliastroc@worcesterma.gov

9. Nothing herein is intended to exclude any responsible Bidder or in any way restrain competition. All responsible Bidders are encouraged to submit bid offers. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).

10. The following meanings are attached to the defined words used in this Invitation to Bid.

a) “City” means the City of Worcester, Massachusetts.
b) “Bidder” means the person, firm, or corporation submitting a bid offer in response to this Invitation for Bid.
c) “Purchaser/Developer” means the Bidder that takes title to the property offered for sale by this Invitation for Bid.

11. Bids shall be opened publicly at the time and place identified in the advertisement as specified in Massachusetts General Laws, chapter 30B § 16(f). All bids and documents relating to this Invitation for Bid are subject to release as public records under M.G.L. chapter 66 § 10.

12. All material submitted by a Bidder becomes the property of the City. The City is under no obligation to return any of the material submitted by a Bidder in response to this Invitation for Bid.

13. Each bid must remain in effect for 120 days from the deadline for submission. The City will decide upon acceptance within 120 days of submission.
14. The requirements of this Invitation to Bid are binding and not subject to negotiations. The City reserves the right to accept or reject any or all of the bids submitted and waive informalities and technicalities.

15. The City will review and analyze each bid and reserves the right to interview selected Bidders.

16. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts, has a pecuniary interest in this bid or in the contract which the Purchaser/Developer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of Massachusetts G.L.C. 43, Section 27, and G.L.C. 268A, §§ 3, 17, 19, 20, and 23, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a bid.

17. Any bid that is withdrawn after the time and date specified as the bid due date under paragraph (4) of this Notice to Bidders will be subject to forfeiture of the bid security deposit required as specified in this Notice to Bidders under paragraph (7).

18. It is understood and agreed that it shall be a material breach of any deed resulting from this Invitation to Bid for the Purchaser/Developer to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, ancestry, disability or source of income.

19. The Purchaser/Developer shall not discriminate against any qualified employee or applicant for employment because of physical disability, race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, ancestry, disability or source of income. The Purchaser/Developer agrees to comply with all applicable Federal and State Statutes, rules, and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the Purchaser/Developer of such statutes, rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Purchaser/Developer agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.

In the event of non-compliance with any of the provisions of this Invitation for Bid on the part of the Bidder, the City shall impose such sanctions as it deems appropriate, including but not limited to the following:
At the sole determination of the City, any Bidder who fails to comply with the listed provisions will be deemed unacceptable as failing to adhere to the Invitation for Bid Requirements and may forfeit the deposit.

20. The successful Bidder shall comply with all applicable federal, state, and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.

21. If the Purchasing Director or any employee of his department, the heads of using agencies, or any other officer or employee of the City who has taken part in the disposition of this property, is financially interested, directly or indirectly, any contract agreement shall be void.

22. The award to the successful Bidder may be cancelled in the event of nonperformance as may be determined by the City.

23. The City shall disqualify from review any and all Bidders, including any individual or entity affiliated or closely related to such Bidder, are determined to be, by the Treasurer and Collector of Taxes, not current on real estate taxes and/or water and sewer fees, which have accrued to the Bidder's properties during the time the Bidder has been the owner of record of such properties. The term "current" in the preceding sentence means that Bidders shall not owe, at the time of submission, real estate taxes, water fees, and sewer fees for all the Bidder's properties other than taxes, water fees, and sewer fees that have accrued in the current fiscal year and liens or arrearages accrued to such properties while owned by someone other than the Bidder. Upon receipt of all bids, the Purchasing Division shall provide the Treasurer and Collector of Taxes with the names of all Bidders for the Treasurer to review their status with respect to the provisions of this paragraph. The Treasurer and Collector of Taxes shall have the sole discretion to determine which Bidders are current and which are not with respect to the provisions of this paragraph. After review, the Treasurer shall then provide for the Purchasing Division the names of all Bidders determined to be current or not current.

24. The City shall disqualify from review any and all Bidders, including any individual or entity affiliated or closely related to such Bidder, which are the owners of record of property and are determined to be, by the Building Commissioner, not in compliance with all government approvals, laws, and regulations at the time of the bid submittal date. Upon receipt of all bids, the Purchasing Department shall provide the Building Commissioner with the names of all Bidders for the Building Commissioner to review their status with respect to the provisions of this paragraph. The Building Commissioner shall have the sole discretion to determine which Bidders are in compliance and which are not with respect to the provisions of this paragraph. After review, the Building Commissioner shall then provide for the Purchasing Department the names of all Bidders determined to be in compliance or not in compliance.

25. The Purchaser/Developer shall execute a Contract Agreement, hereinafter referred to as a Terms of Conveyance (TOC) Agreement, with the City within 60 days from receipt of the City Manager’s designation of a winning bid. At the City’s sole determination, the
timeline above may be extended. The Purchaser/Developer agrees to work in good faith with the City to arrive at a viable reuse scenario to be captured within the TOC.

26. The TOC and deed will be drafted by the City’s Law Department in compliance with the terms of the Invitation for Bid, and may incorporate the terms of this Invitation for Bid and of the bid selected. A sample deed is attached to this Invitation for Bid.

27. No amendment to the TOC shall be effective unless it is in writing and signed by authorized representatives of all parties and is accepted by the City of Worcester.

28. The Purchaser/Developer will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, agents, invitees, etc. during the duration of actions taken under the TOC or resulting deed.

29. Except for purposes of obtaining financing or involving an entity controlled by the Purchaser/Developer, the Purchaser/Developer shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this Invitation for Bid, or its right, title, or interest therein or its power to execute the same to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City. Should the Purchaser/Developer attempt any of the above without written consent of the City, the City reserves the right to declare the Purchaser/Developer in default and terminate the TOC for cause.

30. The Purchaser/Developer shall thereafter pay the entire balance of the purchase price and accept delivery of the deed to the property, as prepared by the City’s Law Department, to be conveyed within 15 days of the Purchaser’s/Developer’s receipt of a building permit. Notwithstanding the foregoing, the City, in its sole discretion, reserves the right to extend the sale and transfer of title beyond the established deadline for extenuating circumstances.
INTRODUCTION

The City of Worcester is seeking bids from qualified Bidders to purchase and develop the real property located at 41 Piedmont Street. This property consists of an 8,166 square foot parcel of land and a 3,600 square foot vacant building. Capable developers are invited to submit a bid that will demonstrate a commitment to develop the property.

The City makes no representations with respect to any zoning and building code restrictions and requirements that may impact the development of this particular property. The City also makes no representations with respect to the existence or nonexistence of any known or unknown code violations, demolition orders, or municipal liens affecting this particular property. The City contemplates that its business relationship will be with a single developer which would provide all services related to the future planning, design, development, and construction on the subject property.

This Invitation for Bid is open to all prospective developers capable of and qualified to meet the objectives and requirements described in the specifications below. It should be understood that each respondent is making an offer to purchase and develop this property subject to the assumptions, conditions, and contingencies identified in this Invitation for Bid.

SECTION I. DECLARATION OF RESTRICTIONS AND REQUIREMENTS

1. The real property shall be transferred on an as-is basis. All demolition, environmental remediation, improvements, or construction, as and if needed, are the responsibility of the Purchaser.

2. All proposed site improvements are permissible subject to approval by the relevant and appropriate regulatory body (i.e., Planning Board, Zoning Board of Appeals, Historical Commission, and Conservation Commission). It is the sole responsibility of the Purchaser/Developer to obtain all necessary permits and approvals, including building permits.

3. The purchase price will be applied to outstanding taxes on the property. However, The Purchaser/Developer shall be responsible for the payment of the pro forma tax required by M.G.L. Chapter 44 §63A.

4. The Purchaser/Developer agrees to cooperate with and provide to the City of Worcester all necessary information required for wetlands relocation and the Massachusetts Environmental Policy Act (MEPA) permits (if necessary).
5. Any bid that suggests the City “must” or “shall” contribute funds or other forms of assistance as a condition of the bid will be considered a conditional bid and shall be rejected.

6. The sale of this property is subject to any easements existing and required for street, sewer, and water or any other public purposes in the streets abutting said property.

7. The Purchaser/Developer shall be responsible for providing and paying for all title work as well as a survey of land and traffic study, if necessary, subject to the approval of the City of Worcester.

8. The property is zoned Residence, General - 5 (RG-5). Proposed uses must be consistent with all zoning requirements.

9. The Purchaser/Developer will be responsible for accommodating the required on-site parking or for providing off-street parking within the direct vicinity of the parcel based on zoning requirements.

10. The Purchaser/Developer shall be solely responsible for site development, including but not limited to arranging for the delivery of all utilities and services, planning and implementing the necessary infrastructure, securing all necessary permits and approvals, including building permits and site plan, securing relationships with other developers, builders, and professional service consultants as appropriate, securing financing for all activities associated with this undertaking, and generally overseeing all implementation efforts.

11. The Purchaser/Developer shall indemnify and hold the City of Worcester, its officers, agents, and employees harmless from, against, for, and in respect to any liability arising out of the condition of the land as of the date of transfer of title, including without limitation, any liability arising from any oil, hazardous materials, hazardous substances, hazardous wastes, or petroleum products, as such terms are or hereafter may be defined pursuant to any environmental laws of the United States or the Commonwealth of Massachusetts (“Environmental Laws”), or the violation of any Environmental Laws on the land.

12. The Purchaser/Developer shall be solely responsible for conducting its own environmental due diligence and obtaining any necessary environmental permits and/or approvals, as well as submitting necessary environmental reports to Massachusetts Department of Environmental Protection (MADEP). The City of Worcester makes no representation regarding the condition of the land, and is conveying the property “as is.”

13. The TOC Agreement shall include any other item or restrictions determined necessary in the sole opinion of the City.
SECTION II. PROPERTY DESCRIPTION/SITE CHARACTERISTICS

The property located at 41 Piedmont Street consists of an 8,166 square foot parcel of land and a 3,600 square foot vacant building and has approximately 95 feet of frontage along Piedmont Street and approximately 90 feet of frontage along Davis Street. The site is zoned Residence, General - 5 (RG-5).

SECTION III. SELECTION PROCESS:

The Purchaser/Developer will be selected in accordance with the procedures established by this Invitation for Bid. After the deadline for submission of bids to the City of Worcester Purchasing Division, all bids shall be reviewed by the Purchasing Director, or, his designee, and may also be reviewed by representatives from the City Manager’s Executive Office of Economic Development, and other City departments and divisions, including the Treasurer and Collector of Taxes (for a determination with respect to paragraph (23) in the Notice to Bidders for this Invitation to Bid) and the Building Commissioner (for a determination with respect to paragraph (24) in the Notice to Bidders for this Invitation for Bid).

Any bid failing to satisfy any portion of this Invitation for Bid will be rejected.
SECTION IV. BID SUBMISSION FORMAT AND CHECKLIST

Submission of Bids:

Bids must be submitted in one package. Bidders must submit a sealed package containing one (1) original and two (2) copies of the bid. Bids not including one (1) original and two (2) copies may be eliminated from consideration. The package must be labeled as follows:

Purchasing Director, City of Worcester
Purchase and Development of Property – 41 Piedmont Street
455 Main Street, Room 201
Worcester, MA 01608
Re: Bid No. 6530-W6

Late submissions will be rejected, regardless of circumstances. The City is not responsible for submittals not properly marked.

Bidders should review the following checklist to be sure that all necessary documentation is submitted. Bid offers that do not contain all of the documentation required in this Invitation to Bid will not be considered and shall be immediately rejected from further consideration.

Checklist: Assembly Order of Bid Offer

a) Bid Offer Form
b) Disclosure Statement
c) Non-Collusion Form (Certificate of Good Faith)
d) CORI Compliance Form
e) REAP Form
PRICE OFFER

PROPERTY PURCHASE
41 PIEDMONT STREET
WORCESTER, MA

MINIMUM BID OF $25,000

OFFER $  ____________________________________________

Bidder represents and warrants to the City that it does not owe any money to the City or any City affiliated program. Furthermore, Bidder represents and warrants to City that it is not in default on a contract, loan or any other agreement of that kind with the City. Any person, corporation or entity owing money to the City or who has defaulted on a contract, loan, or any other agreement with the City is not an eligible Bidder. Any person affiliated with any entity owing money to the City also is not an eligible Bidder.

The City, at its sole discretion, may deny the property to the highest Bidder, or a person affiliated with the Bidder, if it determines that said Bidder or affiliated party owes money to the City, or has previously defaulted on a contract, loan, or any other agreement with the City.

Name of Bidder:  ____________________________________________

Address of Bidder:  __________________________________________

Signature of Bidder:  __________________________________________
b) Disclosure Statement

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): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.
This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

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

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION

(4) DISCLOSING PARTY’S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____Lessor/Landlord _____Lessee/Tenant

_____Seller/Grantor _____Buyer/Grantee

_____Other (Please describe): ________________________________

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with 'the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<table>
<thead>
<tr>
<th>NAME</th>
<th>RESIDENCE</th>
</tr>
</thead>
</table>

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:
No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

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

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

(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
Certificate of Non-Collusion

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

“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.”

(Please Print)
Name of Person Signing Bid: ____________________________________________

Signature of Person Signing Bid: _________________________________________

Date: __________________

Title: _____________________________________________________________

Address & Zip Code: ________________________________________________

No award will be made without Bidder certification of the above.
CORI Compliance

CORI COMPLIANCE / GENDER IDENTIFY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City’s CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City’s CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at 508-799-1030 ext. 14.

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.

3. _____ CORI checks are performed on some or all Applicants. The Vendor’s CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor’s written CORI policy must accompany this form).

_____________________________             _____________________________
(Typed or printed name of person            Signature
signing quotation, bid or proposal)

_____________________________
Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City’s CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors’ Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-1152.
e) FORM REAP 1 (Revised 12/07)

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

DATE: _________________________

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts State Tax Returns and paid all Massachusetts State and City Taxes required under law.

COMPANY NAME: ___________________________________________________________

STREET ADDRESS: __________________________________________________________

CITY OR TOWN: ____________________________________________________________

STATE: ___________________________ ZIP CODE: ________________________________

TELEPHONE NO.: ______________________ FAX NO.: ____________________________

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: __________________________

AUTHORIZED SIGNATURE: ________________________________________________

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

<table>
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<tr>
<th>Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS’s and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for $2.00 plus $.65 postage. In addition, copy of &quot;Right to Know&quot; law is available in Purchasing Department for review.</th>
</tr>
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18
ATTACHMENT A

FORM OF

QUITCLAIM DEED

THE CITY OF WORCESTER (“Grantor”), a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, with an address at City Hall, 455 Main Street, Worcester, MA 01608, for consideration paid and in full consideration of $___________, grants to __________________ (“Grantee”), a ________________, with its principal place of business at ____________________________, WITH QUITCLAIM COVENANTS, subject to and for as long as the Grantee complies with the covenants, restrictions, conditions and provisions (collectively “Conditions”) set forth below, all of Grantor’s right, title and interest in and to that certain parcel of land located at 41 Piedmont Street, in the City of Worcester, Worcester County, Massachusetts, described in Exhibit A attached hereto and made a part hereof, and all buildings, structures and other improvements thereon (the “Property”).

Said Land contains approximately 8,166 square feet of land and is designated on the City of Worcester Assessors Map as Parcel 06-016-17+20. In addition to the Conditions, the Property is conveyed subject to, and with the benefit of, all rights, reservations, restrictions, easements and other matters of record, insofar as the same are now in force and applicable.

The Property shall be subject to the following Conditions, which are appurtenant to and run with the Property, and shall burden and be binding upon the Property, the Grantee, any tenants, occupants or licensees of the Property and the Grantee’s successors and assigns, which Conditions shall be enforceable to the fullest extent permitted by law and equity by Grantor and its successors and assigns:

Environmental Liability. Grantee hereby acknowledges that it is acquiring the Property “as-is” and subject to any environmental conditions and liabilities existing as of the date of this deed. In consideration of the acquisition of title to the Property, Grantee shall indemnify, defend and hold the Grantor, its officers, agents and employees harmless from, against, for, and in respect of any and all claims, liability, damages, losses, obligations, penalties, suits, proceedings, costs and expenses arising out of the condition of the Property as of the date of the recording of this deed, including without limitation, any liability arising from any oil, hazardous materials, hazardous substances, hazardous wastes, or petroleum products, as such terms are or hereafter may be defined pursuant to any environmental laws of the United States or the Commonwealth of Massachusetts (“Environmental Laws”), or the violation of any Environmental Laws on the Property.

Easements. Grantee shall grant the City, at no cost, any easement it may reasonably request in the future for street, sewer, or for any other public purposes in the street abutting said property.
In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that Grantor is the beneficiary of the following agreements and covenants for the purposes of protecting the interests of the community and other parties, public and private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Grantor without regard to whether Grantor has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements or covenants relate. The agreements and covenants herein are of actual and substantial benefit to the Grantor. Grantor shall have the right, in the event of any breach of any such agreement or covenant provided herein to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant to which it may be entitled.

The requirements of G.L. c. 44, Sec. 63A and G.L. c. 7, § 40J; have been fully satisfied.

This deed does not create any new boundaries.

For Grantor’s title, see Deed at Worcester South District Registry of Deeds at Book XX, Page XX.

Pursuant to G.L. c. 64D, § 1, no documentary stamps are required by law for this transaction because the City of Worcester, a city of the Commonwealth is a party hereto.

EXECUTED as a sealed instrument, this ____ day of _____________, 2016.

ATTEST

CITY OF WORCESTER

__________________________
Edward M. Augustus, Jr.
City Manager

ACCEPTED AND ACKNOWLEDGED:

__________________________
(Grantee)