

*Request for Proposals
Property Lease*



*Union Station
10 Washington Square, Worcester, Massachusetts*



Peter Dunn
WRA Chief Executive Officer

Paul D. Morano
Assistant Chief Development Officer

Rachel Pressey
Special Projects Manager

**WORCESTER REDEVELOPMENT AUTHORITY
ROOM 402, CITY HALL
455 MAIN STREET
WORCESTER, MA 01608
(508) 799-1400**

ISSUANCE DATE: January 3, 2025

REQUEST FOR PROPOSALS

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
NOTICE TO PROPOSERS**

RFP TITLE: Property Lease – Union Station Café Space at 10 Washington Square / E.D.

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

1. The Worcester Redevelopment Authority (WRA) is offering for lease a portion of the real property located at 10 Washington Square, Worcester, Massachusetts (“Property”). The WRA is seeking a qualified Lessee to operate a quick service eatery and/or retail business at the Property. The successful bidder of the Request for Proposals (RFP) will be assigned Preferred Proposer status, at which time documents will be drafted regarding the lease of the Property in accordance with this RFP.

The Property is zoned Business, General 6.0 (BG-6.0). Operations must be consistent with permitted by-right uses and special permit uses within the zoning district and in conformance with all restrictions under Section I: Declaration of Restrictions.

Address	MBL	Leased Premises	Zoning
10 Washington Square	02-014-00012	Approximately 209 square feet of space	BG-6.0; By right uses

Proposals are due at the Worcester Redevelopment Authority, Room 402, City Hall, 455 Main Street, Worcester, Massachusetts 01608 no later than Friday, February 14, 2025 at 10:00AM.

Proposers will be able to tour the property with a WRA representative on Wednesday, January 22, 2025, at 10:00 AM and on Wednesday, January 29, 2025 at 10:00 AM. Please meet the WRA representative inside Union Station in the Rotunda next to the leasable space.

2. Any prospective Proposer 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 scheduled proposal opening date. All requests are to be in writing to the Chief Executive Officer. No changes will be considered or any interpretation issued unless such request is submitted to the WRA within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before the scheduled proposal submission date.

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

Mr. Peter Dunn
Chief Executive Officer
455 Main Street, Room 402
Worcester, MA 01608
Email address: dunnp@worcesterma.gov

3. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The WRA encourage participation by Minority and/or Women Owned Business Enterprises (M/WBE).
4. The following meanings are attached to the defined words when used in the RFP.
 - a. The word “WRA” means the Worcester Redevelopment Authority.
 - b. The word “City” means the City of Worcester, Massachusetts.
 - c. The word “Proposer” means the person, firm, or corporation submitting a proposal in response to these specifications.
 - d. The phrase “Minimum and Mandatory Evaluation Criteria” means the criteria for determining responsiveness and responsibility considered to be essential to satisfactory completion of the project.
 - e. The phrase “Comparative Evaluation Criteria” means the criteria for determining the relative merits of both the proposed plans and the proposed Lessee.
 - f. The phrase “Preferred Proposer” means the Proposer that is selected through this RFP.
 - g. The phrase “Lessee” means the Preferred Proposer that enters into a lease with the WRA through this RFP.
5. All material submitted by a Proposer becomes the property of the WRA. The WRA is under no obligation to return any of the material submitted by a Proposer in response to this RFP.

Each proposal must remain in effect for 120 days from the deadline for submission.
6. The minimum requirements and restrictions of this RFP are binding and not subject to negotiations. The WRA reserves the right to accept or reject any or all of the proposals submitted and may waive minor informalities.
7. The WRA will review and analyze each proposal and reserves the right to interview selected Proposers. The WRA shall select the Proposer that has made the proposal best suited to the needs and goals of the WRA in the sole discretion of the WRA and deemed to be in compliance with the terms of this RFP.
8. The Proposer must certify that no official or employee of the WRA or the City is particularly interested in this proposal or in the lease which the Lessee proposes to execute or in expected profits to arise therefrom, unless there has been compliance with the applicable provisions of G.L. c. 43, Section 27, and G.L. c. 268A, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

9. The supplemental information and reports regarding the property that have been posted with this RFP on the WRA's webpage at [Worcester Redevelopment Authority | City of Worcester, MA](#) are provided for informational purposes only, and the Worcester Redevelopment Authority makes no representations or warranties regarding the condition of the Property. The Lessee is solely responsible to become familiar with the Property, making its own determination regarding the feasibility of its proposed use.
10. It is understood and agreed that it shall be a material breach of any lease resulting from this RFP for the Lessee to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, genetic information, ancestry, disability, source of income, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object.
11. The Lessee shall not discriminate against any qualified employee or applicant for employment because of physical disability, race, color, religious creed, national origin, genetic information, ancestry, disability, source of income, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object. The Lessee agrees to comply with all applicable federal and state statutes, ordinances, 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; G.L. c. 151B, Section 4(1), and all relevant administrative orders and executive orders.

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

At the sole determination of the WRA, any Proposer who fails to comply with the listed provisions will be deemed unacceptable as failing to adhere to the RFP Requirements.

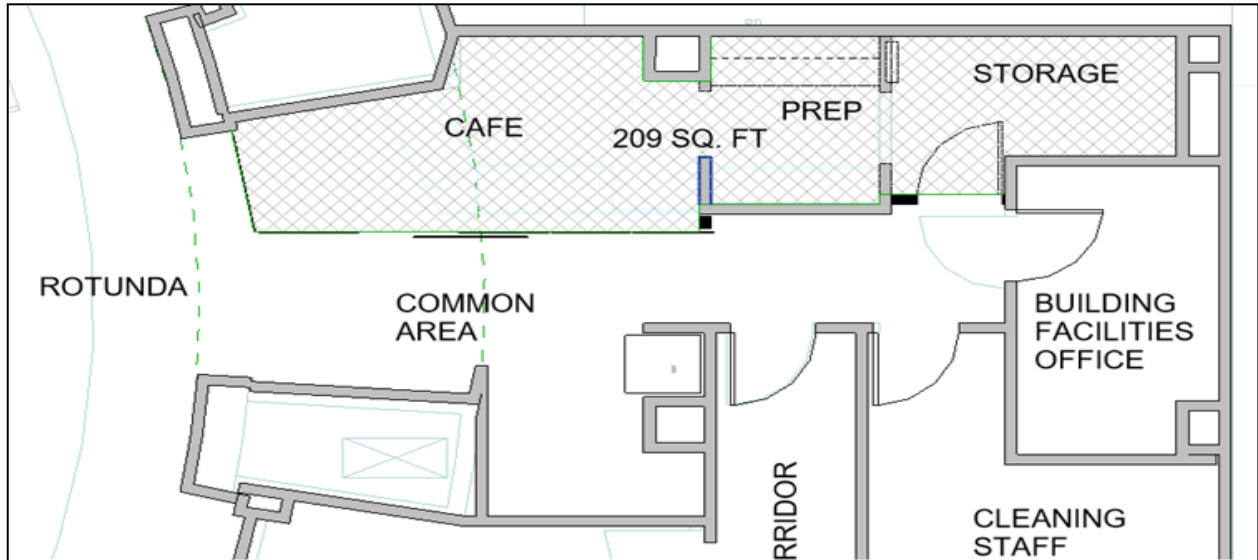
12. The successful Lessee shall comply with all applicable federal, state, and local laws, ordinances, and regulations. The awarded lease shall be governed under the laws of the Commonwealth of Massachusetts.
13. If the Chief Executive Officer or any employee, agent, or any other officer or employee of the City or the WRA who has taken part in the leasing of the Property is financially interested, directly or indirectly, any agreement between the parties shall be void.
14. The award to the Preferred Lessee may be cancelled in the event of any instance of nonperformance as may be determined by the WRA.
15. The WRA may, in its discretion, disqualify from review any and all Proposers, including any individual or entity affiliated or closely related to such Proposer, determined by the City of Worcester's Treasurer and Collector of Taxes, not to be current on real estate taxes and/or water and sewer fees, which have accrued to the Proposer's properties during the time the Proposer has been the owner of record of such properties. The term "current" in the

preceding sentence means that Proposer shall not owe, at the time of submission, real estate taxes, water fees, and sewer fees for all the Proposer'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 Proposer. The Treasurer and Collector of Taxes shall have the sole discretion to determine which Proposers are current and which are not with respect to the provisions of this paragraph.

16. The WRA may, in its discretion, disqualify from review any and all Proposers, including any individual or entity affiliated or closely related to such Proposer, which are the owners of record of property and are determined to be, by the City of Worcester's Building Commissioner, not in compliance with all government approvals, laws, and regulations at the time of the proposal submittal date. The Building Commissioner shall have the sole discretion to determine which Proposers are in compliance and which are not with respect to the provisions of this paragraph.
17. The Preferred Proposer shall execute an Access Agreement with the WRA within 30 days from receipt of the Chief Executive Officer's designation of a winning proposal. At the WRA's sole determination, the timeline above may be extended. The Preferred Proposer agrees to work in good faith with the WRA to arrive at a viable usage scenario to be described in the Access Agreement.
18. The Access Agreement and lease will be drafted by the City's Law Department in compliance with the terms of the RFP and may incorporate the terms of this RFP and of the proposal selected.
19. No amendment to the Access Agreement shall be effective unless it is in writing and signed by authorized representatives of all parties.
20. The Lessee shall be required to indemnify and save harmless the WRA for all damage to life and property that may occur due to breach of the lease, as well as their negligence or that of their employees, contractors, subcontractors, agents, invitees, etc. during the duration of the Access Agreement and during the duration of the resulting lease agreement.
21. Except for purposes of obtaining financing or involving an entity controlled by the Preferred Proposer / Lessee, the Preferred Proposer / Lessee shall not assign, transfer, sublet, convey or otherwise dispose of the Access Agreement or any other contract which results from this RFP, 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 prior written approval of the WRA. If the Preferred Proposer / Lessee attempts any of the above without written consent of the WRA, the WRA reserves the right to declare the Preferred Proposer / Lessee in default and terminate the Access Agreement or any other contract between the parties for cause. Notwithstanding any provision to the contrary, nothing in this paragraph or in this RFP shall grant the Lessee any right to lien or encumber any WRA property.
- 22. The Lessee shall thereafter execute the lease agreement between the WRA and the Lessee for the Property, as prepared by the City's Law Department, within 90 days of executing the Access Agreement. Notwithstanding the foregoing, the WRA, in its sole discretion, reserves the right to extend the established deadline for execution of the lease agreement for extenuating circumstances.**

REQUEST FOR PROPOSALS PROPERTY LEASE

UNION STATION
10 WASHINGTON SQUARE
WORCESTER, MASSACHUSETTS



INTRODUCTION

The WRA is seeking proposals from qualified individuals, companies, or organizations to lease approximately 209 square feet of space located on the first floor of Union Station, 10 Washington Square, Worcester, Massachusetts to operate a quick service eatery and/or retail business that will benefit the patrons of Union Station and the surrounding area.

This RFP is open to all prospective proposers capable of and qualified to meet the objectives and requirements described in the specifications below. By submitting a proposal, each proposer understands it is making an offer to lease the described property subject to the assumptions, conditions, and contingencies identified in this RFP.

Property Detail

Union Station consists of approximately 100,000 square feet of space. Of the 100,000 square feet, approximately 50,000 square feet is leasable space. The historic Union Station boasts a 2,700 square foot Rotunda, and a Grand Hall consisting of approximately 10,000 square feet of beautifully restored common space which is available for rent for special occasions/functions. This RFP is for the lease of approximately 209 square feet of space located on the first floor of Union Station that consists of that space from the ceiling closest to the interior space down, the face of the floor closest to the interior space up, and from the surface wall closest to the interior space inward.

SECTION I. DECLARATION OF RESTRICTIONS AND REQUIREMENTS

1. Operations must be for a taxable or tax equivalent use.
2. **The Property shall be leased on an as-is basis.** The WRA makes no representation of any kind or nature regarding the condition of the Property. The Lessee shall become sufficiently familiar with the Property to make its own determination regarding the requirements and feasibility of its proposed use.
3. All site improvements are subject to approval by the relevant and appropriate regulatory body (i.e., Planning Board, Zoning Board of Appeals, Historical Commission, and Conservation Commission), as applicable. It is the sole responsibility of the Lessee to obtain all necessary permits and approvals, including food establishment permits.
4. The development will be subject to layout and design review by the WRA. Any proposed lighting and signage must be approved, in writing, by the WRA.
5. Proposers are required to demonstrate in their proposal that they have sufficient financial capacity and commitment to conduct the necessary measures of due diligence required to proceed to the Access Agreement. Any proposal that suggests the WRA or City “must” or “shall” contribute funds or other forms of assistance as a condition of the proposal will be considered a conditional proposal and shall be rejected.
6. The Property is zoned Business, General – 6.0 (BG-6) Proposed uses must be allowed under all zoning requirements. See [City Zoning Ordinance](#) for more detailed zoning information.
7. The Lessee shall make all reasonable efforts to minimize disruption, interference and impact to neighbors and the daily operations of surrounding businesses.
8. The Lessee will be responsible for obtaining parking, which will not be provided through the lease. Public parking is available in the adjacent Union Station Parking Garage. The space may be operated only during the hours of operation of Union Station.
9. The Lessee will be responsible for emptying any and all trash receptacles utilized at the leased premises daily. The WRA shall provide the Lessee with appropriate dumpsters for the placement of the Lessee’s trash and rubbish.
10. The Lessee shall promptly pay all separately metered utility charges, if any, including, without limit, the following: natural gas, electricity, telephone service, internet service and access, HVAC, and all other utilities furnished to the leased premises that are separately metered.
11. The Lessee will be responsible for installing a handicapped-accessible transaction counter at the leased premises.
12. The Lessee may be granted access and use of the stairwell and loading dock solely for emergency egress and periodic loading purposes.

SECTION II. EVALUATION CRITERIA

1. **Procedures:** The WRA will select the Preferred Lessee in accordance with the procedures and criteria established by this RFP. After the deadline for submission of proposals to the WRA, all proposals shall be reviewed for compliance with the stated procedures and criteria, including the Minimum Evaluation Criteria listed below. All proposals will be reviewed by the Chief Executive Officer or his designee and may also be reviewed by representatives from the City's Executive Office of Economic Development and other City departments and divisions as appropriate.

Any proposal failing to satisfy any portion of this RFP, including but not limited to the Minimum Evaluation Criteria, will be rejected in the sole opinion of the WRA. The remaining Proposals will then be reviewed applying the criteria set forth in the Comparative Evaluation Criteria and a joint recommendation to the WRA Board will be made by the Chief Executive Officer (or his designee). The WRA Board will subsequently make the final designation.

2. **Minimum Evaluation Criteria:** Each offer to lease the Property contained in this RFP shall include the following information and comply with the following requirements. Proposals not so complying or not including all of this information, or with insufficient information to meet the criteria described below, shall be eliminated from further consideration. See Section III for checklist and proposal submission format.

a. Proposal: Proposers must submit a Proposal Letter of Intent to Peter Dunn, Chief Executive Officer, Room 402, 455 Main Street, Worcester, MA 01608, indicating an offer to lease the Property. The Proposal must be submitted in a sealed envelope. Within the Letter of Intent, the Proposer must:

- Provide a clear statement of the Proposer's interest in leasing and operating the Property.
- Include a commitment by the Proposer to comply with the terms and conditions of the RFP.
- Include a commitment by the Proposer to act in good faith to expeditiously negotiate and execute the Access Agreement.

The Proposal must be signed by the person(s) with authority to contractually bind an offer to lease the Property on behalf of the Proposer.

b. Description of the Lessee: A description of the entity submitting the proposal must include the name of all partners, corporate name(s), and dba(s) if applicable, and the principal place of business and telephone number, names and addresses of all investors, shareholders, and officers of the corporation, names and titles of persons with the authority to contractually bind an offer to lease with proof of authority by corporate vote or other. The description of the Proposer shall also provide the following information:

- Specific identification and description of the Proposer's experience and qualifications in owning and/or managing a business.
- Experience (if any) working with the public sector.

- c. Description of Proposed Use:** Proposers must describe the proposed use of the Property for which the proposal is submitted. The description must include:
- A clear and concise detailed statement describing the products to be sold, including types of goods, acquisition and preparation details.
 - The proposed days and hours of operation.
 - Anticipated leased premises improvements and design considerations that will complement the surrounding architecture and uses.
 - All other improvements that will contribute to the Properties' quality.
 - The proposed term for use and occupancy.
- d. Financial Plan:** A description of the Proposer's existing financial capacity to support the proposed uses at the property. The description shall also include:
- A description or pro-forma financial statement, including anticipated revenues and expenses, to outline the overall financial model to support operations.
- e. Price:** The monetary offer shall be submitted through a separate Price Proposal Form.

3. Comparative Evaluation Criteria: The WRA anticipates that each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated by the WRA according to the Comparative Evaluation Criteria to determine the relative merits of each proposal. The review will cover the criteria listed below, which will be evaluated on a weighted scoring system. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed, rated, and scored on a system of "Highly Advantageous," "Advantageous," and "Not Advantageous." A "Highly Advantageous" ranking will receive the maximum allotted percentage points, an "Advantageous" ranking will receive half of the maximum allotted percentage points, and a "Not Advantageous" will not receive any percentage points for each criteria listed below. The rating and evaluation of these criteria will be at the sole discretion and determination of the WRA.

I. Property Reuse – 40%

Highly Advantageous (40%) - A proposal that most clearly demonstrates a viable use of the commercial space that complements existing uses and has operational hours that coincide with Union Station's peak commuter travel hours.

Advantageous (20%) - A proposal that demonstrates a viable reuse of the commercial space that complement existing uses and has operational hours that partially coincide with Union Station's peak commuter travel hours.

Not Advantageous (0%) - A proposal that either does not demonstrate a viable reuse of the commercial space, does not complement existing uses, or has limited operational hours that coincide with Union Station's commuter peak travel hours.

II. Experience – 20%

Highly Advantageous (20%) – The Proposer that demonstrates more than five (5) years of experience operating a quick service eatery and/or retail space.

Advantageous (10%) – The Proposer that demonstrates one (1) to five (5) years of experience operating a quick service eatery and/or retail space.

Not Advantageous (0%) – The Proposer that does not demonstrate at least one (1) year of experience operating a quick service eatery and/or retail space.

III. Financial Plan – 20%

Highly Advantageous (20%) – A proposal that most clearly demonstrates a firm financial commitment and financial capacity to support operations and fulfill the terms of the lease agreement.

Advantageous (10%) - A proposal that reasonably demonstrates a financial commitment and financial capacity to support operations and fulfill the terms of the lease agreement.

Not Advantageous (0%) - A proposal that does not demonstrate a financial commitment or financial capacity to support operations or fulfill the terms of the lease agreement.

IV. Use & Occupancy Term – 20%

Highly Advantageous (20%) – The proposal that demonstrates a commitment to tenancy and operations for greater than 24 months at the Property.

Advantageous (10%) – The proposal that reasonably demonstrates a commitment to tenancy and operations between 12 and 24 months at the Property.

Not Advantageous (0%) – The proposal that either does not include a tenancy commitment or for operations for a period of less than 12 months at the property.

SECTION III. PROPOSAL SUBMISSION FORMAT AND CHECKLIST

Proposers should review the following checklist to be sure that all necessary documentation is submitted. Proposals that do not contain all of the documentation required in this RFP will not be considered and shall be immediately rejected from further consideration. Proposers should also review Comparative Evaluation Criteria to determine how proposals will be evaluated after meeting the Minimum Evaluation Criteria as set forth in this RFP.

Submission of Proposals:

Proposals must be submitted in two (2) packages, one containing the “non-price proposal” and one containing the “price proposal.” Proposers must clearly identify each package on the face of the envelope. The non-price proposal package should contain one (1) original and two (2) copies. The packages must be labeled as follows:

Chief Executive Officer, Worcester Redevelopment Authority
Property Lease – Union Station
455 Main Street, Room 402
Worcester, MA 01608

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

CHECKLIST: ASSEMBLY ORDER OF PROPOSALS

1. Bid Price Proposal Form (sealed separately)
2. Letter of Intent that includes the following:
 - a. Description of the Lessee
 - b. Description of Proposed Reuse
 - c. Financial Plan
3. Certificate of Non-Collusion (Appendix A)
4. Certificate of Tax Compliance (Appendix B)
5. Proposer Entity Disclosure Statement (Appendix C)
6. Real Property Disclosure Statement (Appendix D)

PRICE PROPOSAL

PROPERTY LEASE – WORCESTER REDEVELOPMENT AUTHORITY
UNION STATION
10 WASHINGTON SQUARE, WORCESTER, MA

Proposed Monthly Rental Amount – Minimum Bid of \$500 Per Month

OFFER: \$ _____

Name of
Proposer: _____

Address of
Proposer: _____

Signature of
Proposer: _____

LIST OF APPENDICES

1. Appendix A – Certificate of Non-Collusion
2. Appendix B – Certificate of Tax Compliance
3. Appendix C – Proposer Entity Disclosure Statement
4. Appendix D - Real Property Disclosure Statement
5. Appendix E – Draft Access Agreement

APPENDIX A

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.

APPENDIX B

Certificate of Tax Compliance

STATE LAW NOW 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 M.G.L. Ch. 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Return and Paid ALL Mass. State and City Taxes Required under Law.

Company Name _____

Street and No. _____

City or Town _____

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

Social Security No.
or
Federal Identification No. _____

Certified by State Office of Minority and Women Business Assistance (SOMWBA)

Yes _____ Date of Certification _____

Failure to complete this form may result in rejection of bid and/or removal from City Bid Lists.

Authorized Signature

APPENDIX C

Proposer Entity Disclosure Statement

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

- (1) If a Proprietorship

Name of Owner: _____

ADDRESS	ZIP CODE	TEL. #
Business: _____	_____	_____
Home: _____	_____	_____

- (2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS	ZIP CODE	TEL. #
_____	_____	_____

(3) If a Corporation:

(4)

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____ Zip Code _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

Give the following information regarding Surety Company:

Full Legal Name of Surety Company: _____

State of Incorporation: _____

Principal Place of Business: _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

NOTE: The Office of the Attorney General, Washington, D.C. requires the following information on all proposals amounting to \$1,000.00 or more.

E.I. Number of Proposer _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN," U.S. Treasury Department Form 941.

Authorized Signature of Proponent:

_____ Title: _____

Date: _____

APPENDIX D

Real Property Disclosure Statement For Transactions with a Public Agency ~ M.G.L. c. 7C, s. 38

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

- (1) REAL PROPERTY:
- (2) TYPE OF TRANSACTION, AGREEMENT, OR DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING IN TRANSACTION:
- (4) DISCLOSING PARTY’S NAME AND TYPE OF ENTITY:
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant

_____ Seller/Grantor _____ Buyer/Grantee

_____ Other (Please describe): _____

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

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

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

_____ NONE

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

Signed under the penalties of perjury.

_____ Date: _____

APPENDIX E

Site Access License Agreement
between
The Worcester Redevelopment Authority
And
TBD

WHEREAS, the Worcester Redevelopment Authority (the “WRA”), owns that certain real property situated at 10 Washington Square, Worcester, MA 01604 (Assessing Parcel 02-014-00012) (the “Parcel”); and

WHEREAS, the WRA has been negotiating the lease of a portion of the Parcel, consisting of approximately 209 +/- square feet of leasable space, as shown in Exhibit A attached hereto (the “Property”), pursuant to a Request for Proposals issued on January 3, 2025; and

WHEREAS, _____, a Massachusetts _____ organization with a principal address at _____, Massachusetts _____, (“Licensee”) desires access to the Property to conduct due diligence activities, including certain inspections, surveys, and tests, related to the preparation of existing conditions plans and construction plans (“Site Assessment”);

NOW, THEREFORE, the WRA, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to the Licensee a non-exclusive license, revocable at the will of the WRA, to enter upon the Property for the sole purpose of performing the Site Assessment, subject to the following terms and conditions:

1. The Licensee, and any and all of its personnel, employees, agents, servants, contractors, subcontractors, and/or representatives acknowledge and agree that their entry upon the Property under this license is at their own risk, that access to the Property is being afforded on an as-is basis only, and that the WRA makes no representation or warranty as to the condition of the Property and that the WRA shall have no responsibility or liability for any loss or damage or injury resulting therefrom.

2. Prior to the start of the Site Assessment, Licensee shall provide the WRA with a written list of all persons, including, without limit, its personnel, employees, agents, servants, contractors, subcontractors, and/or representatives, who shall be accessing the Property pursuant to this license, including each individual’s name, address, and phone number. Any change in persons identified on said list shall be provided in writing to the WRA two (2) business days in advance. If Licensee changes contractors during the term of this license, Licensee shall provide the WRA two business days advance written notice containing the new contractor’s name, principal business address, and telephone number.

3. All work undertaken by the Licensee pursuant to this license shall be completed by qualified contractors, engineers, surveyors, and/or consultants. The scope of work for the Site Assessment is set forth in Exhibit B, attached hereto and incorporated by reference herein.

4. The Licensee assumes full and exclusive responsibility for compliance with all federal, state, or municipal laws, rules, orders, regulations, health and safety procedures, or requirements which may be applicable to the activities conducted on the Property under this license. Licensee shall provide the WRA with a copy of all permits, licenses, approvals, determinations, insurance certificates as specified below, or other documentation demonstrating such compliance before entry onto the Property.

5. The Licensee and its contractor(s) shall obtain and maintain in force at all times during the term of this license, occurrence basis insurance coverages pertaining to General Liability, Property Damage, and Automobile Liability (if applicable) and in at least the following amounts:

- a. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- b. Excess/Umbrella Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability/ Combined Single Limit - \$1,000,000 per occurrence/\$2,000,000 aggregate (all owned, scheduled, hired, and non-owned autos)

6. The Licensee and its contractor(s) shall also obtain and maintain in force at all times during the term of this license Workers Compensation insurance satisfying the Massachusetts Statutory Requirements.

7. The Licensee and its contractor(s) shall furnish the WRA with certificates of insurance coverage of the types and amounts required above, in a form satisfactory to the WRA, prior to the execution of this license. The WRA shall be named as an additional insured on said coverages and shall be identified as a Certificate Holder on all certificates of insurance required hereunder. The certificates shall be sent to the Worcester Redevelopment Authority in care of Chief Executive Officer, 455 Main Street, Room 402, Worcester, Massachusetts 01608. The Licensee and its contractor(s) shall require its insurance company(ies) to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation.

8. The Licensee shall be responsible for ensuring that its contractor(s) comply with Paragraphs 5, 6, and 7 herein.

9. The parties shall agree on mutually acceptable date(s) and time(s) for the entry of Licensee onto the Property for purposes of conducting the Site Assessment. The WRA reserves the right to be present and observe first-hand all work conducted by the Licensee on the Property under this license. The Licensee assumes full and exclusive responsibility for securing the Property and locking the leasable space each day.

10. Licensee agrees to plan and execute its activities on the Property so as not to unreasonably interfere or disrupt vehicular or pedestrian traffic in and around the Property, cause any physical disturbance to the public street or sidewalk located adjacent to the Property and/or jeopardize the safety of persons or property located on the Property.

11. Licensee agrees to perform the Site Assessment as expeditiously as practicable.

12. Licensee hereby agrees, at the WRA's request, to promptly provide the WRA, at no cost, with copies of all written documentation pertaining to the activities planned for or conducted on the Property.

13. The Licensee agrees that the Site Assessment are to be conducted at its sole cost and expense and the Licensee hereby waives any claim against the WRA for reimbursement of such costs and expenses.

14. Except as may be allowed by this or subsequent license, the Licensee agrees to promptly and peaceably vacate the Property upon expiration or revocation of this license.

15. Any item of value located on the Property which is damaged or destroyed or materially disrupted in the course of conducting the Site Assessment by this license shall be promptly repaired or replaced by the Licensee, or, in lieu of such repair or replacement, the Licensee shall, if so required by the WRA, pay to the WRA an amount sufficient to compensate for the loss thereby sustained upon presentation of documentation and proof of loss or damages claimed within thirty (30) days of receipt of such proof of loss and documentation.

16. The Licensee agrees to save harmless and indemnify the WRA, its successors and assigns for any loss, cost, damage or injury arising or resulting from acts or omissions of the Licensee, its personnel, employees, agents, servants, contractors, subcontractors, and/or representatives in connection with their use of the Property under this license.

17. This License is for the sole benefit of the Licensee and shall not be conveyed, assigned, or otherwise transferred by Licensee.

18. This License shall be valid for sixty (60) days from the date hereof, unless extended in writing by the WRA.

19. This License is granted by the WRA with full reservation of, and without prejudice to, all rights and claims which the WRA may have against Licensee in respect to the Property. Nothing in this License or in the course of negotiations leading thereto shall be construed or otherwise be deemed as an assumption of liability, an admission against interest or a waiver of right on the part of either party.

20. Notices and notifications required under this License shall be given as follows:

If to WRA, to: Peter Dunn
Worcester Redevelopment Authority
455 Main Street – Room 402
Worcester, MA 01608

If to Licensee, to: _____

21. Any amendments to this license shall be agreed upon, in writing, by the WRA and the Licensee.

22. All obligations assumed and agreements made by the WRA and Licensee hereunder shall survive the expiration or revocation of this license and shall continue to bind the representatives, successors and assigns of the above-named parties.

23. This license shall not be recorded or registered.

24. This license shall be of no force and effect unless and until (a) it is accepted by execution of a duly authorized representative of the Licensee; (b) two original execution copies are returned to the WRA; and (c) the WRA acknowledge same by their countersigning hereof.

25. The persons signing this License represent and warrant that they have full power and authority to execute and deliver this License on behalf of the party for whom they have signed.

[signature page to follow]

IN WITNESS WHEREOF, the **LANDLORD** and **TENANT** have hereunto set their hands and seals as of this _____ of _____, 2025.

RECOMMENDED:

**WORCESTER REDEVELOPMENT
AUTHORITY**

Peter Dunn, Chief Development Officer
& WRA Chief Executive Officer

Michael Angelini
Chairman

Approved as to legal form:

Alexandra H. Kalkounis, Deputy City Solicitor
& WRA Deputy Chief Legal Counsel

By: _____
Title: _____

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EXHIBIT A
LEASED PREMISES

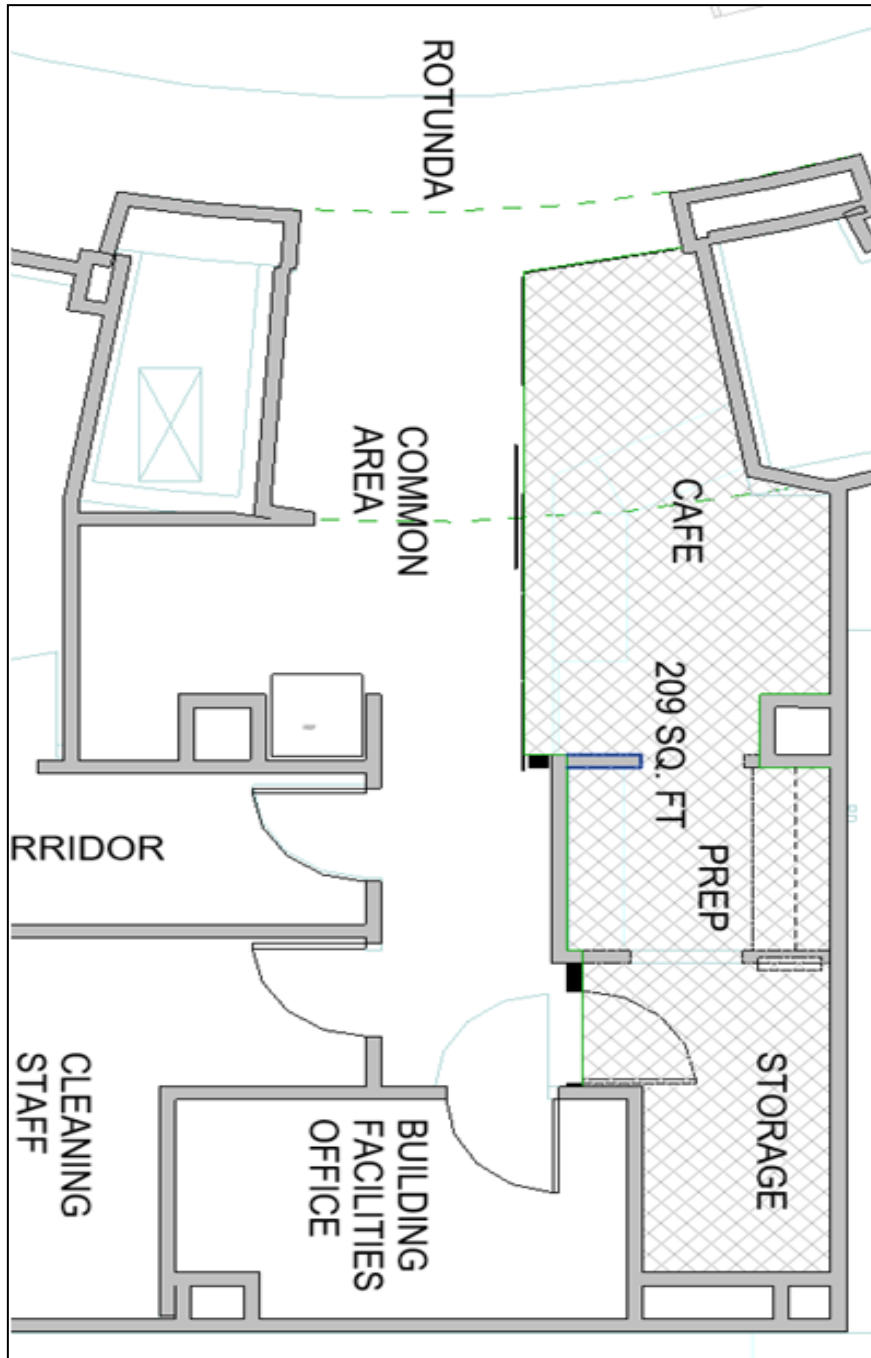


EXHIBIT B

SITE ASSESSMENT
SCOPE OF WORK

TBD

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