

Request for Proposals Property Sale and Development



***104 Armory Street
Worcester, Massachusetts***



**Eric D. Batista
City Manager**

**Peter Dunn
Chief Development Officer**

**Paul Morano
Assistant Chief Development Officer – Special Projects**

City of Worcester

**PURCHASING DIVISION
CITY OF WORCESTER
ROOM 201, CITY HALL
WORCESTER, MA 01608
(508) 799-1220**

ISSUANCE DATE: June 18, 2024

Christopher J. Gagliastro, Purchasing Director

**REQUEST FOR PROPOSALS (RFP)
RFP No. 8218-W5**

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

RFP TITLE: Property Sale and Development –104 Armory Street / E.D.

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

1. The City of Worcester, through the City Manager’s Executive Office of Economic Development is offering for sale the real property located at 104 Armory Street, Worcester, Massachusetts (“Property”). The City is seeking development proposals in accordance with and complementary to the goals of The Green Worcester Plan. The goals most applicable to this project include renewable energy sources; sustainable building materials; climate change resilient landscaping, including tree plantings, green spaces, and outdoor living spaces (decks, porches, patios); and limited impervious areas. The Plan can be found on the City’s website: <http://www.worcesterma.gov/green-worcester>. The successful bidder of the RFP will be assigned Preferred Proposer status, at which time documents will be drafted regarding the sale and development of the Property in accordance with this RFP.

The Property is zoned Residential, General - 5.0 (RG-5). Redevelopment must be consistent with permitted by-right uses and special permit uses within the zoning districts and in conformance with all restrictions under Section I: Declaration of Restrictions.

Address	MBL	Parcel Size	Zoning
104 Armory Street	07-021-00030	10,057 square feet	RG-5.0

Proposals are due at the City of Worcester Purchasing Department, Room 201, City Hall, Worcester, Massachusetts 01608 no later than August 7, 2024 at 10:00 AM.

2. Proposals to purchase the Property must include a bid bond or certified check made payable to the “City of Worcester” in the amount of 10% of the proposed price as bid security. This must be submitted under separate sealed cover marked “Proposal Security”. Any proposal withdrawn after time and date specified under paragraph 1 of this Notice to Proposers shall forfeit the proposer’s Proposal Security to the City as liquidated damages. Additionally, if the Preferred Proposer defaults prior to final execution of a Terms of Conveyance Agreement

(TOC), the City's acceptance shall be null and void and the Preferred Proposer's Proposal Security shall be forfeited to the City as liquidated damages.

3. 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 due date. All requests are to be in writing to the Purchasing Department. No changes will be considered or any interpretation issued unless such request is submitted to the City 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. Christopher J. Gagliastro
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608

Email address: gagliastroc@worcesterma.gov

4. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and/or Women Owned Business Enterprises (M/WBE).
5. The following meanings are attached to the defined words when used in the RFP.
 - a. The word "City" means the city of Worcester, Massachusetts.
 - b. The word "Proposer" means the person, firm, or corporation submitting a proposal in response to these specifications.
 - c. 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.
 - d. The phrase "Comparative Evaluation Criteria" means the criteria for determining the relative merits of both the proposed plans and the proposed Buyer/Developer.
 - e. The phrase "Preferred Developer" means the Proposer that is selected through this RFP.
 - f. The phrase "Buyer/Developer" means the Preferred Developer that enters into a Terms of Conveyance Agreement (TOC) with the City through this RFP.
6. All material submitted by a Proposer becomes the property of the City. The City is under no obligation to return any of the material submitted by a Proposer in response to this RFP.
7. Each proposal must remain in effect for 120 days from the deadline for submission.
8. The minimum requirements and restrictions of this RFP are binding and not subject to negotiations. The City reserves the right to accept or reject any or all of the proposals submitted and may waive minor informalities.
9. The City will review and analyze each proposal and reserves the right to interview selected Proposers. The City shall select the Proposer that has made the proposal best suited to the needs and goals of the City in the sole discretion of the City and deemed to be in compliance with the terms of this RFP.

10. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is particularly interested in this proposal or in the project which the Buyer/Developer 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.
11. The City of Worcester makes no representations or warranties regarding the condition of the Property. The Buyer/Developer is solely responsible to become familiar with the Property, making its own determination regarding the feasibility of its proposed use.
12. It is understood and agreed that it shall be a material breach of any deed resulting from this RFP for the Buyer/Developer 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, or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object.
13. The Buyer/Developer 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, or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object. The Buyer/Developer 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 Buyer/Developer of such statutes, ordinances rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Buyer/Developer agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.

At the sole determination of the City, any Proposer who fails to comply with the listed provisions will be deemed unacceptable as failing to adhere to the RFP Requirements and may forfeit the Proposal Security.
14. The successful Buyer/Developer 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.
15. If the Purchasing Agent or any employee, agent, or any other officer or employee of the City who has taken part in the disposition of the Property is financially interested, directly or indirectly, any agreement between the parties shall be void.
16. The award to the Preferred Developer may be cancelled in the event of any instance of nonperformance as may be determined by the City of Worcester.
17. The City 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.

18. The City 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.
19. The Preferred Developer shall execute a Contract Agreement, hereinafter referred to as a Terms of Conveyance Agreement ("TOC"), with the City within 30 days from receipt of the City Manager's designation of a winning proposal. At the City's sole determination, the timeline above may be extended. The Preferred Developer agrees to work in good faith with the City to arrive at a viable reuse scenario to be described in the TOC.
20. The TOC 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.
21. No amendment to the TOC shall be effective unless it is in writing and signed by authorized representatives of all parties.
22. The Buyer/Developer shall be required to indemnify and save harmless the City of Worcester for all damage to life and property that may occur due to breach of the TOC, as well as their negligence or that of their employees, contractors, subcontractors, agents, invitees, etc. during the duration of the TOC and resulting property disposition.
23. Except for purposes of obtaining financing or involving an entity controlled by the Buyer/Developer, the Buyer/Developer shall not assign, transfer, sublet, convey or otherwise dispose of the TOC 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 City. If the Buyer/Developer attempts any of the above without written consent of the City, the City reserves the right to declare the Buyer/Developer in default and terminate the TOC 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 Buyer/Developer any right to lien or encumber any City property.

**REQUEST FOR PROPOSALS
PROPERTY SALE AND DEVELOPMENT**

**104 ARMORY STREET
WORCESTER, MASSACHUSETTS**



INTRODUCTION

The City of Worcester, through the City Manager's Executive Office of Economic Development, is seeking bids from qualified Proposers to purchase and develop the real property located at 104 Armory Street, which consists of an approximately 10,057 square foot parcel of land.

Comparative criteria will be used to decide the relative merits of all responsive and responsible Proposers and proposals. 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, environmental contamination, 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 RFP is open to all prospective purchasers/developers capable of and qualified to meet the objectives and requirements described in the specifications below. It should be understood that each proposer is making an offer to purchase this property subject to the assumptions, conditions, and contingencies identified in this RFP.

SECTION I. DECLARATION OF RESTRICTIONS AND REQUIREMENTS

1. Development must be for a taxable or tax equivalent reuse.
2. **The Property shall be sold on an as-is basis.** The City makes no representation of any kind or nature regarding the condition of the Property. The Buyer/Developer 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). It is the sole responsibility of the Buyer/Developer to obtain all necessary permits and approvals, including building permits.
4. The development will be subject to site plan and design review by the City. Any proposed fencing, lighting, and signage must be approved, in writing, by the City.
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 TOC. Any proposal that suggests the 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 sale of the 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 Buyer/Developer shall be responsible for providing and paying for all title work as well as a survey of land and traffic study, if necessary.
8. The Property is zoned Residential, General – 5.0 (RG-5). Proposed uses must be allowed under all zoning requirements. See [City Zoning Ordinance](#) for more detailed zoning information.
9. The Buyer/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 approval, 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.
10. In addition to indemnification provisions set forth in the TOC, the Buyer/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.

11. The Buyer/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 makes no representation regarding the condition of the land or buildings and is selling the Property “as is”.
12. The Buyer/Developer must commit to a schedule including, but not limited to securing permits, entitlements, and approvals, commencement of development, completion of development and commencement of the use. If the Buyer/Developer fails to meet such schedule, the Buyer/Developer may be liable for damages, as defined in the TOC.
13. Buyer/Developer shall make all reasonable efforts to minimize disruption, interference and impact to neighbors and the daily operations of surrounding businesses.

SECTION II. EVALUATION CRITERIA

1. **Procedures:** The City will select the Preferred Developer in accordance with the procedures and criteria established by this RFP. After the deadline for submission of proposals to the City’s Purchasing Division, all proposals shall be reviewed for compliance with the said procedures and criteria, including the Minimum Evaluation Criteria listed below. All proposals will 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 division as appropriate.

Any proposal failing to satisfy any portion of this RFP, including but not limited to the Minimum Evaluation Criteria, will be rejected. The remaining Proposals will then be reviewed applying the criteria set forth in the Comparative Evaluation Criteria and a joint recommendation to the City Manager will be made by the Purchasing Director (or his designee) and the Chief Development Officer. The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the solicitation, will be selected. The City Manager will subsequently make the final designation.

2. **Minimum Evaluation Criteria:** Each offer to purchase and develop 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 IV for checklist and proposal submission format.

- a. **Proposal:** Proposers must submit a Proposal Letter of Intent to Christopher Gagliastro, Purchasing Director, Room 201, 455 Main Street, Worcester, MA 01608, indicating an offer to purchase and develop the Property. The Proposal must be submitted in a sealed envelope. Within the Proposal, the Proposer must:
 - Provide a clear statement of the Proposer’s interest in purchasing and developing 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 TOC.
- Include a commitment by the Proposer to secure the Property and remove and properly dispose of any and all debris/brush located on the Property within 45 days of the execution of the TOC.
- Include an ongoing commitment, upon the execution of the TOC, to assume responsibility for the maintenance and security of the Property until the transfer of title occurs.

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

- b. **Description of the Buyer/Developer(s):** 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 purchase 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 development team with experience and qualifications in developing, owning, and managing real estate.
- Experience working with the public sector.
- A list of projects completed in the last seven years.
- Financial capacity to implement the proposed project.
- Market feasibility of the proposed project.
- Experience with meeting all environmental requirements.
- A Certificate of Non-Collusion, by the Proposer per G.L. c. 43, Section 27, that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal signed and dated by the Proposer(s). (See Appendix A).
- A Certificate of Tax Compliance, by the Proposer per G.L. c. 62C, §49A, certifying that the Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes signed and dated by the Proposer(s). (See Appendix B).
- A Disclosure of all persons and parties interested in the foregoing proposal. (See Appendix C).

- c. **Description of Proposed Reuse:** Proposers must describe the respective proposed reuse of the Property for which a proposal is submitted. The description must include:

- A clear and concise statement describing the proposed use of the Property.
- An overview of how the proposal reflects the goals and objectives outlined within the Green Worcester Plan.
- Anticipated improvements to health and safety in scope of work, including any environmental issues that may need to be addressed.
- Anticipated building and landscape design considerations that will complement the surrounding existing land uses.

- The estimated total project cost and proposed financing approach for the project and status of financing commitments for the development and use of the property, including the names of equity investors and/or proposed sources of funds.
 - The estimated start date and phasing of the development activities (due diligence, permitting, commencement of construction) from the date the TOC is executed.
 - The estimated completion date of the development activities (in terms of number of days or months) from the start date.
 - Discuss the proposed approach to addressing the portions of the environmental permitting for the project, including proposed approach to stormwater management controls, (if any).
 - All other improvements that will contribute to the Property's quality.
- d. **Economic Impact:** Proposers must describe the economic benefits of the proposed project, including:
- The estimated amount of private investment required to complete the project.
 - An overview of the proposed end-users to occupy the proposed development space (if known at this time).
 - A detailed description of the estimated number and type of units, including anticipated sizes and sale prices / monthly rents, to be created at the Property (if applicable).
 - Any other relevant economic impact to be generated from the project.
- e. **List of References:** Proposers must provide references familiar with each of the Proposer's similar projects listed and the respondent's role in the project (e.g. public officials in the project's community, bankers, architects, engineers, etc.) including their names, addresses, telephone numbers and involvement (if any) in the project.
- f. **Financial Plan(s):** Proposers must submit a detailed financial plan that identifies all anticipated sources and uses of funds, including debt and equity financing and all anticipated acquisition, construction, permitting, and general development costs. Proposers must include a schedule for all funding commitments for all sources both private and public. Specifically, the financial plan should include Proposer's intent to apply for any federal, state, or local incentives or other subsidies.
- g. **Financial Statement:** Proposers must submit a financial statement from a lender or other source of financing that provides information relative to the Proposer's ability to obtain sufficient funding to successfully complete the acquisition and development of the Property.
- h. **Scope of Work:** Proposers must provide a scope of work for the proposed development, including a line-item cost estimate for all proposed construction activities.
- i. **Zoning Determination:** All Proposed development plans must show compliance with applicable zoning restrictions and requirements and must identify any special permits/variances/zone changes that the Proposer intends to seek.
- j. **Price:** The monetary offer shall be submitted through a separate Price Proposal Form.

- k. **Timetable:** The proposal shall provide a schedule indicating timelines for due diligence, assembly of construction financing commitments, development of the site, and expected occupancy of the Property. Said timeline shall meet the requirements set forth elsewhere in the RFP.

3. Comparative Evaluation Criteria: The City of Worcester anticipates that each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated by the City according to the Comparative Evaluation Criteria to determine the relative merits of each proposal. The review will cover the criteria listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of “Highly Advantageous,” “Advantageous,” and “Not Advantageous.” The rating and evaluation of these criteria will be at the sole discretion and determination of the City of Worcester.

I. Property Reuse

Highly Advantageous - A proposal that most clearly demonstrates the viable, taxable or taxable equivalent reuse of the respective Property that complements the neighborhood as evidenced by meeting all RFP criteria and restrictions.

Advantageous - A proposal that demonstrates a viable, taxable equivalent reuse of the respective Property that complements the neighborhood but does not specifically or clearly address one or more of the RFP criteria and restrictions.

Not Advantageous - A proposal that does not demonstrate a viable, taxable or taxable equivalent reuse of the respective Property that complements the neighborhood and lacks specifics or contains unclear and/or unrealistic plans.

II. Residential Opportunities

Highly Advantageous – A proposal that will develop a minimum of two affordable, owner-occupied residential units for first-time homebuyers meeting 60% of the Area Median Income at the Property.

Advantageous – A proposal that will develop a minimum of two affordable, owner-occupied residential units for first-time homebuyers meeting 80% of the Area Median Income at the Property.

Not Advantageous – A proposal that will develop less than two affordable, owner-occupied residential units for first-time homebuyers at the Property.

III. Financial Plan

Highly Advantageous – The proposal that has letters of financial interest that clearly demonstrate the Proposer’s financial capacity to complete the development.

Advantageous – The proposal that has letters of financial interest that reasonably demonstrate the Proposer’s financial capacity to complete the development.

Not Advantageous – The proposal that has letters of financial interest that do not demonstrate the Proposer’s financial capacity to complete the development.

IV. Development Plan/Project Schedule

Highly Advantageous – A proposal that has a development plan that demonstrates a well-planned use of the Property, affordable housing development experience, and a development team that shows credible expertise and a commitment to commence the development within six (6) months of sale execution and complete the proposed project within the next thirty (30) months.

Advantageous – A proposal that has a development plan that demonstrates a well-planned use of the Property, affordable housing development experience, and a development team that shows credible expertise including a reasonable commitment to commence construction of the development within six (6) months of sale execution and complete the proposed project within the next thirty-six (36) months.

Not Advantageous – A proposal that either does not have a development plan that demonstrates a well-planned use of the Property, affordable housing development experience, or a development team that shows expertise, and/or does not include a reasonable commitment to commence construction of the development within six (6) months or complete the proposed project within thirty-six (36) months.

V. Green / Outdoor Space

Highly Advantageous – A proposal that includes at least 3,000 square feet of “green” space and residential units with at least one porch.

Advantageous – A proposal that includes at least 2,000 square feet of “green” space and residential units with at least one porch.

Not Advantageous – A proposal that includes less than 2,000 square feet of “green” space and residential units with no porch.

SECTION IV. 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:

Purchasing Director, City of Worcester
Property Sale and Development – 104 Armory Street
455 Main Street, Room 201
Worcester, MA 01608
RFP No. 8218-W5

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

CHECKLIST: ASSEMBLY ORDER OF PROPOSALS

1. Bid Price Proposal and Deposit
2. Cover Letter that includes the following:
 - a. Description of the Buyer/Developer(s)
 - b. Description of Proposed Reuse
 - c. Financial Plan(s) for the Proposed Reuse
 - d. Economic Impact
3. Scope of Work
4. Financial Statement
5. List of References
6. Zoning Determination
7. Timetable
8. Certificate of Non-Collusion (Appendix A)
9. Certificate of Tax Compliance (Appendix B)
10. Proposer Entity Disclosure Statement (Appendix C)
11. Real Property Disclosure Statement (Appendix D)
12. REAP Program Form (see standard form in bid posting)
13. CORI Compliance Form (see standard form in bid posting)
14. Wage Theft Prevention Certification (see standard form in bid posting)
15. MWBE Program Form (if applicable, see standard form in bid posting)

PRICE PROPOSAL

PROPERTY SALE – CITY OF WORCESTER
104 ARMORY STREET, WORCESTER, MA

MINIMUM BID: \$120,400

BID PRICE / OFFER: \$_____

Name of Bidder: _____

Address of Bidder: _____

Signature of Bidder: _____

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 Example of Terms of Conveyance 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:
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)

NAME

RESIDENCE

- (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

NAME

POSITION

Signed under the penalties of perjury.

Date: _____

APPENDIX E

Terms of Conveyance Agreement

Terms of the Conveyance of Property at 104 Armory Street from the City of Worcester to _____

Description of Property To Be Acquired: All right and title to approximately 10,057 square feet +/- of vacant land located at 104 Armory Street (Assessing Parcel 07-021-00030), hereinafter “the Property.”

Seller: City of Worcester, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, having offices at 455 Main Street, Worcester, Massachusetts 01608 (“Seller”).

Buyer/Redeveloper: _____, or its designee, (“Buyer”).

Period of Exclusivity: The Seller agrees to grant the exclusive right to discuss or negotiate with Buyer regarding its acquisition of the Property from the execution of this Terms of Conveyance (“TOC”), until _____. The Buyer shall use this period to conduct its necessary due diligence, as set forth below.

Purchase Price: The Buyer to pay the Seller _____, with adjustments at closing as provided herein.

Deposit: The Seller acknowledges that, in accordance with RFP, the Buyer has provided a 10% deposit in the amount of _____ made payable to the City of Worcester, to be held throughout the duration of the Period of Exclusivity. Such deposit shall be a credit at closing.

Due Diligence: The Buyer shall have the period from the execution of this TOC through _____, to conduct due diligence, seek a building permit(s) and applicable regulatory approvals, and to assemble financing to support the cost of the project. This due diligence period also includes the right to complete an inspection of the Property, perform engineering tests and studies and evaluate all related documentation, title, soil conditions, wetlands, asbestos and hazardous waste reports, utilities, and zoning restrictions. Seller will make available copies of all plans, permits, approvals, engineering studies, reports, and title information it has related to the Property, including engineering related to hazardous waste studies performed to determine applicability under Massachusetts state law. The Buyer shall have the sole and unconditional right at any time during this due diligence period to withdraw its offer to purchase the Property.

If the Buyer determines that it does not desire to proceed with the purchase of the Property during the due diligence period, it shall notify the Seller in writing and shall restore any damage caused to the Property as a result of the due diligence, environmental assessments or other testing

conducted by or on behalf of the Buyer at the Property. Upon termination of this TOC, in accordance with this provision, the Seller shall return the Deposit and any accrued interest to the Buyer and neither party shall have any further rights pursuant to this TOC, except as may specifically survive termination. After the expiration of the due diligence period, if the Buyer terminates this TOC or fails to close for any reason, except for breach by the Seller, then the Seller shall retain the Deposit and all accrued interest. Upon termination, any reports, plans, test results or other documents relative to said due diligence shall be provided by the Buyer to the Seller, upon Seller's request.

Time for Conveyance: The time for conveyance of title to the Property shall be no later than thirty (30) days after the Buyer receives a building permit to commence the redevelopment of the Property as contemplated herein, or upon such other date as the parties may mutually agree, provided, however, that, in any event, if the conveyance does not occur on or before _____, the Seller may elect to terminate this TOC. However, the Seller shall have no right to terminate this TOC for the period of _____ through _____, if the Buyer (i) has not, by _____, 2024, received the building permit but has pending applications to obtain such permit and is diligently pursuing such permit or (ii) receives approvals necessary to obtain such permit and any appeal or challenge to any such approval is instituted by any party other than the Buyer prior to the expiration of all applicable appeal periods and the Buyer is contesting such appeal or challenge.

Brokers: The Seller and the Buyer warrant and represent that neither has contracted nor dealt with any broker in the representation of this Property and shall indemnify the other if there are any claims made against the other in violation of this representation.

Application for Building Permit: The Buyer shall have the right to file any and all applications for building permits, or such other permits as may be reasonable related to the redevelopment of the Property as contemplated herein.

Statutory Payment: The Buyer shall pay to the Seller at closing the amount required by G.L. c. 44, § 63A.

Closing Costs: Pursuant to G.L. c. 64D § 1, no deed excise tax is due as the Seller is a party to this conveyance. The Buyer shall pay all costs in connection with recording the deed and the survey.

Conditions Precedent to Conveyance:

- City Council Votes: The Worcester City Council voted on April 26, 2022, to authorize the city manager to execute a deed and all documents relevant thereto conveying all right, title, and interest of the city of Worcester to the successful proposer. A certified copy of the city council order shall be recorded with the deed.
- Easements/Title Report: The Buyer shall take title to the Property subject to all easements, encumbrances, boundary inaccuracies, or impairments of title, including any easements existing and required for street, sewer, water, or any other public purposes abutting and within the Property. The Property will be conveyed as is. The Buyer shall be responsible

for obtaining any title report on the Property which it deems necessary for the transfer of title. The Seller shall have no obligation to cure any impairments of title to the Property. In the event that the title report reveals any title defect which shall be so substantial as to reasonably prevent the reconstruction of the Property as contemplated herein, the Buyer may terminate this TOC and be entitled to the return of its deposit.

- Plan of Land: The Buyer shall be responsible for obtaining any surveys or plans of land which it deems necessary for the transfer of title.
- Environmental Assessment: The Buyer shall have the right to enter upon the Property to conduct environmental assessments during the due diligence period. Upon written request, the Buyer shall deliver a copy of any such report on the environmental condition of the Property to the Seller.
- Maintenance of Property Prior to Closing: Upon the execution of this TOC, the Buyer shall be responsible for maintaining the Property and securing it against unauthorized persons. In furtherance of this responsibility, the Buyer shall have the right to enter the Property to take such actions as it deems advisable, and the Buyer may acquire such insurance as it deems appropriate to protect its interest in the Property. The Buyer agrees to properly dispose of all aboveground debris within 45 days of the execution of this TOC. The Buyer shall indemnify and hold the Seller harmless from any liabilities imposed upon it as a result of the acts or omissions of the Buyer, its officers, employees, agents, and contractors, in or about the Property under this license. In the event that this TOC terminates without the transfer of title, any and all maintenance work and improvements to the Property shall become the Property of the Seller and the Buyer shall have no right to compensation or recourse against the Seller for such work, improvements, or carrying costs.

Restrictions After Conveyance:

- Use Restriction: The deed shall contain a covenant requiring the Buyer to construct _____ consistent with uses allowed within the General Residential (RG-5) Zone, as provided by the provisions of the Worcester Zoning Ordinance, as amended through May 09, 2023. The covenant shall also require the Buyer to develop the Property consistent with RFP # 8218-W5 and its proposal, approved by the Seller.
- Job Creation: The Buyer and its tenants agree to work with the local neighborhood development centers and the Worcester Jobs Fund to use best efforts to hire Worcester residents.
- Property Taxes: The Buyer shall reconstruct the Property for taxable purposes. The Buyer shall obtain the approval of the Seller prior to the sale of the Property to any tax-exempt entity or the commencement of any tax-exempt use of the Property.
- Design Guidelines: The Buyer shall reconstruct the Property in accordance with any regulatory restrictions imposed by the Planning Board, Zoning Board, Historical Commission, or any relevant regulatory body with jurisdiction over the Property. The

Buyer will consult with the city of Worcester's Executive Office of Economic Development on final design of the building including materials, access, fenestration, and signage. The building shall be constructed in substantial conformance with the proposed materials and layout to be submitted to the Seller by the Buyer and subsequently approved by the Seller.

- Environmental Liability: The Buyer shall acquire the Property subject to any environmental conditions and liabilities as may be present at the time of closing. In consideration of the acquisition of title to the Property, the Buyer shall indemnify and hold the Seller harmless from any and all claims on account of the environmental conditions of the Property.
- Time for Commencement of Construction: The Buyer shall commence construction of the improvements on the Property within thirty (30) days after the issuance of a building permit. This provision shall survive the closing.
- Successors In Interest: The foregoing restrictions after conveyance shall be covenants running with the land for the benefit and in favor of, and be enforceable to the fullest extent permitted by law and equity, by the Seller, and its successors and assigns, against the Buyer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof, for a period of thirty (30) years from the date of the recording of the deed except only as otherwise specifically provided herein.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have executed this TOC by their duly authorized representatives this ____ day of _____, 2024.

CITY OF WORCESTER

BUYER

Eric D. Batista
City Manager

By: _____

Recommended:

Peter Dunn
Chief Development Officer

Approved as to Form:

Alexandra H. Kalkounis
Deputy City Solicitor