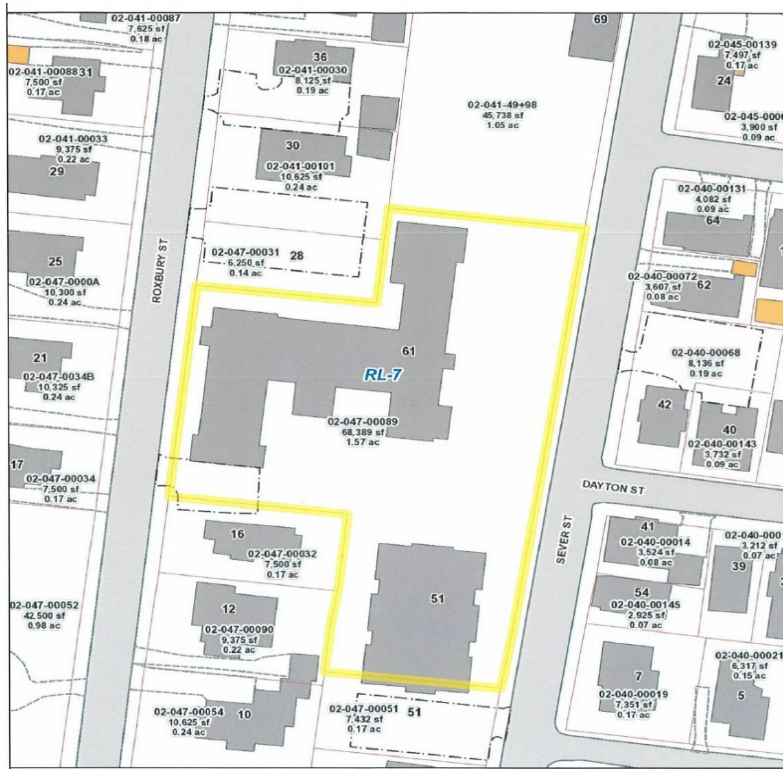


# *Request for Proposals Property Sale and Reuse*



## *51 & 61 Sever Street Worcester, Massachusetts*



**Eric D. Batista**  
City Manager

**Peter Dunn**  
Chief Development Officer

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

**ISSUANCE DATE: September 18, 2025**

**Christopher J. Gagliastro, Purchasing Director**

**REQUEST FOR PROPOSALS (RFP)  
RFP No. 8555-W6**

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

**RFP TITLE: Property Sale and Reuse –51 & 61 Sever Street / CM**

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

1. The City of Worcester, through the Executive Office of the City Manager, is offering for sale the real properties located at 51 Sever Street and 61 Sever Street, Worcester, Massachusetts (“Properties”). The City is seeking a qualified Buyer for the Properties. The successful proposer of the RFP will be assigned Preferred Purchaser status, at which time documents will be drafted regarding the sale of the Properties in accordance with this RFP.

Prior to the execution of a Terms of Conveyance (TOC) Agreement and the sale of the identified Properties, the City of Worcester may be interested in securing a Use and Occupancy Agreement for the temporary use of the 51 Sever Street property. A Sample Use and Occupancy Agreement can be found in Appendix F, if applicable.

2. The Properties are zoned Residential, Limited - 7.0 (RL-7). Occupancy and operations must be for educational purposes and 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	Building Size	Zoning
61 Sever Street	02-047-00089	68,389 square feet	21,798 square feet 38,371 square feet	RL-7.0
51 Sever Street	02-047-00051	7,432 square feet	N/A - Parking Lot	RL-7.0

**Proposals are due at the City of Worcester Purchasing Division, Room 201, City Hall, Worcester, Massachusetts 01608 no later than November 21, 2025 at 10:00 AM.**

**Proposers will be able to tour the property with a City escort on October 22, 2025, at 10:00 AM. Please meet the City escort in the parking lot at 51 Sever Street.**

2. Proposals to purchase the Properties must include a certified bank check made payable to the “City of Worcester” in the amount of 5% of the proposed price as bid security. This deposit shall be submitted under separate sealed cover marked “Proposal Security”. Any proposal withdrawn after the 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 TOC Agreement, 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](mailto: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 Purchaser” means the Purchaser that is selected through this RFP.
  - f. The phrase “Buyer” means the Preferred Buyer that enters into a TOC Agreement 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 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 Properties. The Buyer is solely responsible to become familiar with the Properties, 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 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 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 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 of such statutes, ordinances rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Buyer 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 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 Properties is financially interested, directly or indirectly, any agreement between the parties shall be void.
16. The award to the Preferred Purchaser may be cancelled in the event of any instance of nonperformance as may be determined by the City of Worcester.

17. The City may, at 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, at 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 Purchaser shall execute the TOC Agreement with the City within 45 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 Purchaser agrees to work in good faith with the City to arrive at a viable reuse scenario to be described in the TOC Agreement.
20. The TOC Agreement 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 Agreement shall be effective unless it is in writing and signed by authorized representatives of all parties.
22. The Buyer 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 Agreement, as well as their negligence or that of their employees, contractors, subcontractors, agents, invitees, etc. during the duration of the TOC Agreement and resulting property disposition.
23. Except for purposes of obtaining financing or involving an entity controlled by the Buyer, the Buyer shall not assign, transfer, sublet, convey or otherwise dispose of the TOC 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 City. If the Buyer attempts any of the above without written consent of the City, the City reserves the right to declare the Buyer in default and terminate the TOC 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 Buyer any right to lien or encumber any City property.

# **REQUEST FOR PROPOSALS PROPERTY SALE AND REUSE**

**51 & 61 SEVER STREET  
WORCESTER, MASSACHUSETTS**



## **INTRODUCTION**

The City of Worcester, through the Executive Office of the City Manager, is seeking bids from qualified Proposers to purchase the former Becker College school buildings and grounds located at 51 Sever Street and 61 Sever Street. The 51 Sever Street property consists of a 7,432 square foot parking lot. The 61 Sever Street property consists of a 21,798 square foot, steel and masonry framed two-story building with a basement and a 38,371 square foot, steel and wood framed, one- to three-story building. The Properties are on a 68,389 square foot shared lot.

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 reuse of these particular properties. 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 these particular properties. The City intends to have a business relationship with a single purchaser which would provide all services related to the future planning, design, reuse, and construction on the subject properties.

This RFP is open to all prospective purchasers 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 these properties subject to the assumptions, conditions, and contingencies identified in this RFP.



## **SECTION I. DECLARATION OF RESTRICTIONS AND REQUIREMENTS**

1. Occupancy, operation, and potential reuse must be for educational purposes.
2. **The Properties shall be sold on an as-is basis.** The City makes no representation of any kind or nature regarding the condition of the Properties. The Buyer shall become sufficiently familiar with the Properties 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 to obtain all necessary permits and approvals, including building permits.
4. All reuse of the Properties 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 Agreement. 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 Properties are subject to any easements existing and required for street, sewer, and water or any other public purposes in the streets abutting said Properties.
7. The Buyer 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 Properties are zoned Residential, Limited – 7.0 (RL-7). Proposed uses must be for educational purposes and allowed under all zoning requirements. See [City Zoning Ordinance](#) for more detailed zoning information.
9. The Buyer shall be solely responsible for site improvements, including but not limited to planning and implementing the necessary infrastructure and utilities improvements, securing all necessary permits and approvals, including building permits and site plan approval, 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 Agreement, the Buyer 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 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 Properties “as is”.

12. Buyer 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 Purchaser 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 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. 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 City Manager will subsequently make the final designation.

2. **Minimum Evaluation Criteria:** Each offer to purchase the Properties 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 Letter of Intent:** 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 the Properties. 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 purchasing the Properties.
  - 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 Agreement and Use and Occupancy Agreement, if applicable.

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 Purchaser(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 Proposers experience and qualifications in owning and managing real estate.
  - Experience (if any) working with the public sector.
- c. **Description of Proposed Reuse:** Proposers must describe the respective proposed reuse of the Properties for which a proposal is submitted. The description must include:
- A clear and concise statement describing the proposed reuse of the Properties.
  - The estimated start date through completion date of improvement activities (in terms of number of days and months) and occupancy from the date the TOC Agreement is executed.
  - Any other improvements that will contribute to the Properties' quality.
- d. **Financial Statement:** Proposers must include an estimated amount of private investment required to complete the reuse project and any available financial statement(s) 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 reuse of the Properties.
- e. **Price:** The monetary offer shall be submitted through a separate Price Proposal Form.

3. **Comparative Evaluation Criteria:** The City 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 include the criteria listed below, which will be evaluated and ranked to the degree to which the proposal satisfies the stated objective.

A ranking system of "Highly Advantageous," "Advantageous," and "Not Advantageous" will be used. The rating and evaluation of these criteria will be at the sole discretion and determination of the City.

Comparative criteria will be evaluated by use of three (3) rating categories as set forth by M.G.L. Chapter 30B:

**HIGHLY ADVANTAGEOUS** - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.

**ADVANTAGEOUS** - Vendor's submittal meets the stated requirements without risk or disadvantage.

**NOT ADVANTAGEOUS** - Vendor's submittal contains some risk or disadvantage but is not unacceptable.

## **I. Property Reuse**

*Highly Advantageous* - A proposal that most clearly demonstrates a compelling educational reuse of the respective Properties by providing equitable, quality educational opportunities and services to city of Worcester residents, including youth.

*Advantageous* - A proposal that demonstrates a satisfactory educational reuse of the respective Properties by providing equitable, quality educational opportunities and services to city of Worcester residents.

*Not Advantageous* - A proposal that either does not demonstrate a viable, educational reuse of the respective Properties and/or does not provide equitable, quality educational opportunities and services to city of Worcester residents.

## **II. Municipal Revenue**

*Highly Advantageous* – A proposal demonstrating a taxable reuse of the Properties or a commitment to annual payment in lieu of taxes in the amount of 50% or more of the property tax value.

*Advantageous* – A proposal demonstrating a commitment to annual payment in lieu of taxes in the amount of less than 50% of the property tax value to offset revenue losses due to tax exempt ownership.

*Not Advantageous* – A proposal that does not include a commitment to compensating the City for the tax revenue lost due to tax exempt ownership.

## **III. Experience**

*Highly Advantageous* – The Proposer that demonstrates more than five (5) years of academic operations and property management experience.

*Advantageous* – The Proposer that demonstrates one (1) to five (5) years of academic operations and property management experience.

*Not Advantageous* – The Proposer that does not demonstrate at least one (1) year of experience in academic operations and/or property management.

## **IV. Traffic and Parking Management**

*Highly Advantageous* – A proposal that provides a transportation plan that includes a trip generation below 250 vehicles per day, excludes the use of daily bus services, and meets the parking ratios as outlined in the City's Zoning Ordinance for the proposed use(s) at the Properties.

*Advantageous* – A proposal that provides a transportation plan that includes a trip generation below 500 vehicles per day, excludes the use of bus services, and meets 50% or more of the parking ratios as outlined in the City's Zoning Ordinance for the proposed use(s) at the Properties.

*Not Advantageous* – A proposal that provides a transportation plan that either does not include a trip generation below 500 vehicles per day, does not exclude the use of bus services, or does not meet 50% of the parking ratios as outlined in the City’s Zoning Ordinance for the proposed use(s) at the Properties.

**V. Use & Occupancy Option**

*Highly Advantageous* – The proposal that supports the City’s occupancy and operations at 61 Sever Street for up to 24 months from the execution of TOC.

*Advantageous* – The proposal that supports the City’s occupancy and operations at 61 Sever Street for up to 12 months from the execution of TOC.

*Not Advantageous* – The proposal that does not support the City’s occupancy and operations at 61 Sever Street from the execution of TOC.

**VI. Use & Occupancy Agreement**

*Highly Advantageous* – The proposal demonstrating a short-term tenancy opportunity at 61 Sever Street that results in no monetary cost to the City of Worcester other than utilities.

*Advantageous* – The proposal demonstrating a short-term tenancy opportunity at 61 Sever Street at a cost less than or equal to \$10.00 per square foot, plus utilities, to the City of Worcester.

*Not Advantageous* – The proposal that either does not provide a short-term tenancy opportunity for 61 Sever Street or at cost more than \$10.00 a square foot, plus utilities, to the City of Worcester.

**VII. Reuse Plan/Project Schedule**

*Highly Advantageous* – A proposal that has a plan that demonstrates a well-planned reuse of the Property, educational space development experience, and a development team that shows credible expertise and a commitment to complete the proposed project within the next eighteen (18) months.

*Advantageous* – A proposal that has a plan that demonstrates a well-planned reuse of the Property, educational space development experience, and a development team that shows credible expertise and a reasonable commitment to complete the proposed project within the next twenty-four (24) months.

*Not Advantageous* – A proposal that either does not have a plan that demonstrates a well-planned reuse of the Property, educational space development experience, or a development team that shows expertise and/or a reasonable commitment to complete the proposed project within the next twenty-four (24) months.

#### **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, two (2) copies and one (1) PDF copy on USB drive. The packages must be labeled as follows:

Purchasing Director, City of Worcester  
Property Sale and Reuse – 51 & 61 Sever Street  
455 Main Street, Room 201  
Worcester, MA 01608  
Re: RFP: 8555-W6

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

#### **CHECKLIST: ASSEMBLY ORDER OF PROPOSALS**

1. Bid Price Proposal and Deposit
2. Letter of Intent that includes the following:
  - a. Description of the Buyer/Developer(s)
  - b. Description of Proposed Reuse
  - c. Financial Statement
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)
7. REAP Program Form (see standard form in bid posting)
8. CORI Compliance Form (see standard form in bid posting)
9. Wage Theft Prevention Certification (if applicable, see standard form in bid posting)
10. MWBE Program Form (if applicable, see standard form in bid posting)

**PRICE PROPOSAL FORM**

PROPERTY SALE – CITY OF WORCESTER  
51 SEVER STREET & 61 SEVER STREET, WORCESTER, MA

**MINIMUM BID: \$4,500,000**

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
6. Appendix F – Draft Example of Use and Occupancy Agreement
7. Appendix G – Floor Plans & Building Photos

## 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)

**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 51 Sever Street and 61 Sever Street from the City of Worcester to \_\_\_\_\_**

**Description of Property To Be Acquired:** All right and title to approximately 68,389 square feet +/- of land, owned by the City of Worcester, located at 51 and 61 Sever Street, Assessor's Parcel Numbers: Map 02, Block 047, Lot 00051 and Map 02, Block 047, Lot 00089, hereinafter "the Properties."

**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:** \_\_\_\_\_, 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 Properties 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 5% 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 Properties, 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 Properties, 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 Properties.

If the Buyer determines that it does not desire to proceed with the purchase of the Properties during the due diligence period, it shall notify the Seller in writing and shall restore any damage caused to the Properties as a result of the due diligence, environmental assessments or other testing conducted by or on behalf of the Buyer at the Properties. 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 Properties shall be no later than thirty (30) days after the Buyer's due diligence is complete, 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.

**Brokers:** The Seller and the Buyer warrant and represent that neither has contracted nor dealt with any broker in the representation of these Properties 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 reuse 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 July 15, 2025, 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 Properties 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 Properties. The Properties will be conveyed as is. The Buyer shall be responsible for obtaining any title report on the Properties which it deems necessary for the transfer of title. The Seller shall have no obligation to cure any impairments of title to the Properties. In the event that the title report reveals any title defect which shall be so substantial as to reasonably prevent the acquisition of the Properties 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 Properties 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 Properties to the Seller.
- Maintenance of Properties Prior to Closing: Upon the execution of this TOC, the Buyer shall be responsible for maintaining the Properties and securing it against unauthorized persons. In furtherance of this responsibility, the Buyer shall have the right to enter the Properties 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 Properties.. 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 Properties under this agreement. In the event that this TOC terminates without the transfer of title, any and all maintenance work and improvements to the Properties 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 restrict occupancy and operations to educational purposes that are consistent with uses allowed within the Residential, Limited - 7.0 (RL-7) Zone, as provided by the provisions of the Worcester Zoning Ordinance, as amended through January 9, 2024. The covenant shall also require the Buyer to reuse the Properties consistent with RFP # [REDACTED] and its proposal, approved by the Seller.
- Property Taxes/Exemptions: The Buyer shall restrict Properties' uses to educational purposes. The Buyer shall obtain the approval of the Seller prior to the sale of the Properties to any noneducation related entity or the commencement of any noneducational uses of the Properties.
- Design Guidelines: The Buyer shall improve the Properties in accordance with any regulatory restrictions imposed by the Planning Board, Zoning Board, Historical Commission, or any relevant regulatory body with jurisdiction over the Properties. 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. Building improvements shall be 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 Properties 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 Properties, the Buyer shall indemnify and hold the Seller harmless from any and all claims on account of the environmental conditions of the Properties.



- 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 Properties, or any part thereof or any interest therein, and any party in possession or occupancy of the Properties 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]

DRAFT

**IN WITNESS WHEREOF**, the parties have executed this TOC by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF WORCESTER**

**BUYER**

\_\_\_\_\_  
Eric D. Batista  
City Manager

By: \_\_\_\_\_

Recommended:

\_\_\_\_\_  
Peter Dunn  
Chief Development Officer

Approved as to Form:

\_\_\_\_\_  
Alexandra H. Kalkounis  
City Solicitor

DRAFT

## APPENDIX F

### Use and Occupancy Agreement

This **USE AND OCCUPANCY AGREEMENT** (the “Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between \_\_\_\_\_, a \_\_\_\_\_ with a usual place of business at \_\_\_\_\_ (“Owner”) and the **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, (“Occupant”).

### RECITALS

WHEREAS, the City of Worcester granted a Deed to \_\_\_\_\_ Inc. dated \_\_\_\_\_, 2025 and recorded with the Worcester District Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, for real property at 61 Sever Street (the “Premises”), and

WHEREAS, the City of Worcester continues to occupy a portion of the Premises known as 61 Sever Street for the purposes of general office use (the “Occupant’s Use”); and

WHEREAS, the Parties enter into this Agreement to set forth their rights and obligations with respect to Occupant’s Use at the Premises as of the date of transferring the ownership of the Premises.

### AGREEMENT

NOW, THEREFORE, in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_ .00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Owner and City of Worcester (Occupant) hereby agree as follows:

1. Term.

- (a) This Agreement shall be effective on the date of execution and shall continue until the earlier of: (a) the date the Occupant vacates the Premises; or (b) the date the Owner requires the Occupant to vacate Premises, which date shall in no event be less than \_\_\_\_\_ ( ) months from the date of this Agreement (the “Vacancy Date”). The period of time between the date of execution and the Vacancy Date is referred to in this Agreement as the “Term.”
- (b) Upon the Vacancy Date, Occupant shall vacate the Premises and shall deliver to the Owner full possession of the Premises, which shall be in “broom clean condition,” free of Occupant’s personal property, and otherwise in the same condition as on the Transfer Date (reasonable wear and tear excepted).

2. Occupancy. During the Term, the Occupant may continue to use and occupy the Premises for Occupant's Use, and Occupant shall use diligent efforts to relocate its business to a new premises. Occupant shall be responsible for all security, maintenance, management and repair costs to or for the Premises (excluding cost of any capital repair, for which the Owner shall be responsible), and Owner shall not materially interfere with Occupant's Use during the Term, except that Owner and Owner's agents may access the Premises during the Term for the purposes of conducting surveys, test and investigations upon reasonable prior notice to Occupant and provided that such access does not unreasonably interfere with Occupant's use of the Premises.

3. Use and Occupancy Fee; Other Costs of Occupancy; Insurance.

(a) Occupant agrees to pay to the Owner, \$ \_\_\_\_\_ for each month of the Term (the "Use and Occupancy Charge"). Payment of the Use and Occupancy Charge shall be made to the Owner at the Owner's address set forth in this agreement, in advance without offset.

(b) At all times during Occupant's use and occupancy of the Premises, Occupant shall pay before the date any interest shall be charged all charges assessed on the Premises for water, sewer, gas, electric and other utility charges and assessments (collectively, "Occupancy Costs") owed on the Premises. The Owner shall pay any real estate and other taxes owed on the Premises.

(c) Occupancy Costs shall be apportioned as of the last day of the Term, and the net amount thereof shall be payable to Owner on the date that Occupant shall vacate the Premises.

(d) Occupant shall maintain, at its sole cost and expense, commercial general liability insurance on the Premises in amounts acceptable to the Owner. The Owner shall be named as additional insureds on all such policies of insurance and shall receive copies of certificates evidencing the same.

4. This Agreement is not a Lease. Owner and the City of Worcester agree that nothing contained in this Agreement creates, or is intended to create, any landlord-tenant relationship.

5. Entire Agreement. This Agreement represents the Owners's and the City of Worcester's entire agreement with respect to the Occupant's continued use and occupancy of the Premises after the Transfer Date, and no amendment or modification hereto shall be valid unless it is agreed to in writing by both Occupant and Owner.

Executed as a sealed instrument under Massachusetts law as of the date first written above.

**IN WITNESS WHEREOF**, the parties have executed this Use and Occupancy Agreement by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2025.

**OCCUPANT:**  
**CITY OF WORCESTER**

**OWNER:**

\_\_\_\_\_  
Eric D. Batista  
City Manager

By: \_\_\_\_\_  
ABC, Inc.

Approved as to Form:

\_\_\_\_\_  
Alexandra H. Kalkounis  
City Solicitor

**APPENDIX F**  
**Site Plans & Building Photos**

**61 Sever Street**



**Front (South Side) of the Building**



**South Side of the Building**





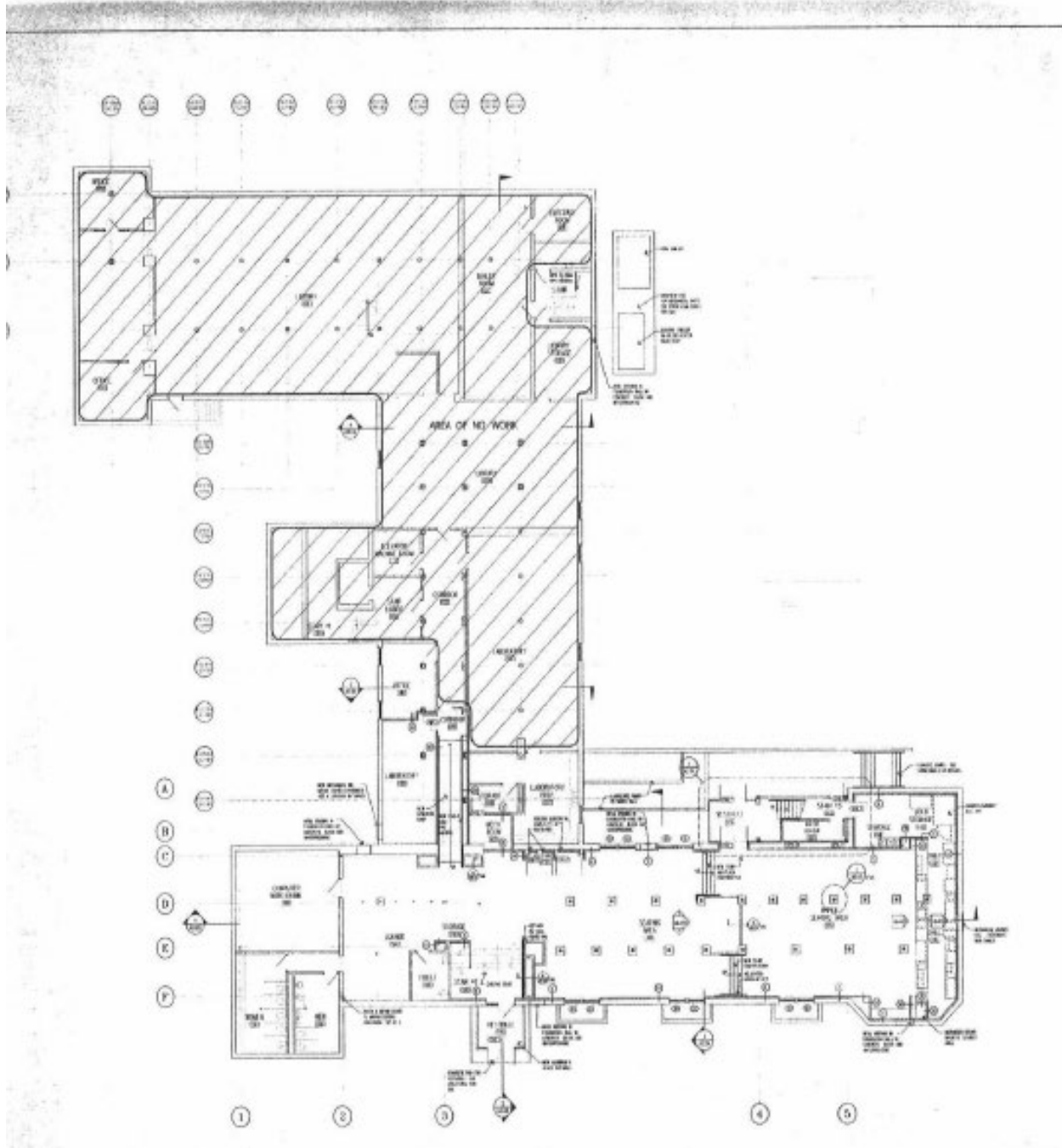
West Side of the Building



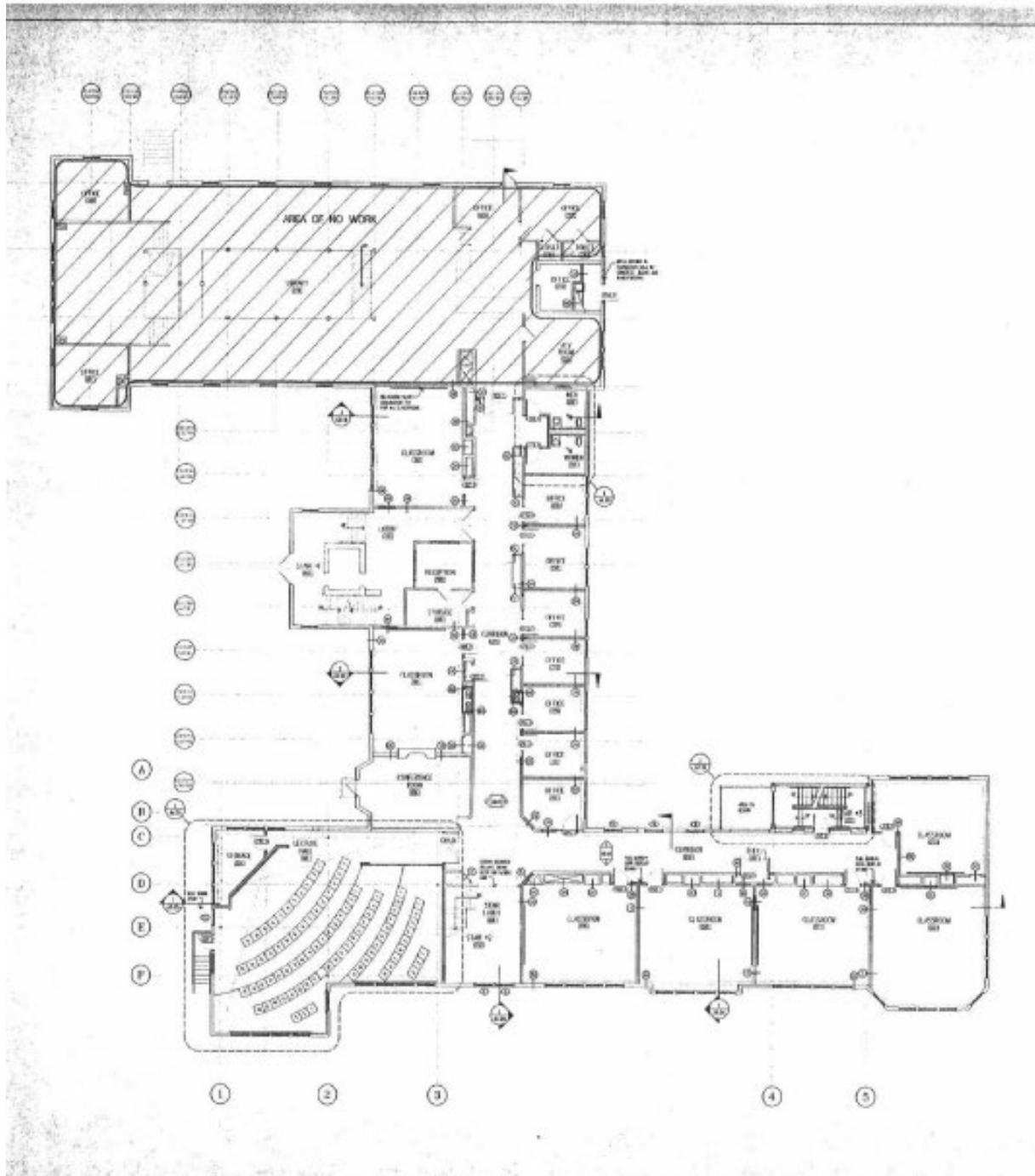
North Side of the Building



## First Floor Plan



## Second Floor Plan



[illegible]



Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



View of the Gas Boiler  
sample interior of the building





Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



Wet Sprinkler System



Water Heaters



Hot Water System



Electrical



Sample Interior of the Building



Sample Interior of the Building



**51 Sever Street**



**Front (East Side) of the Building**



**South Side of the Building**





**North Side of the Building**



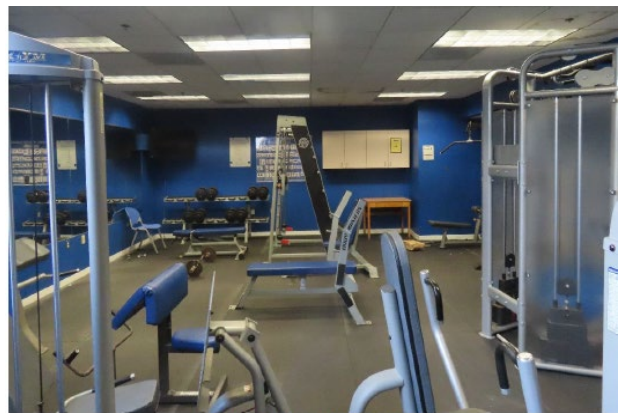
**West Side of the Building**



View of the Elevator



Sample Interior of the Building



Sample Interior of the Building

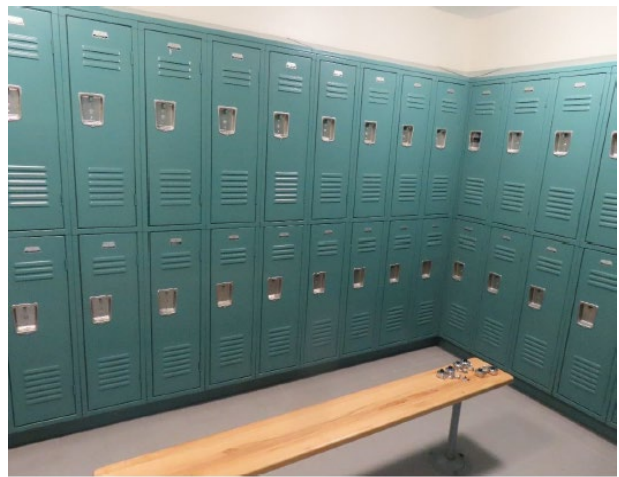




Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



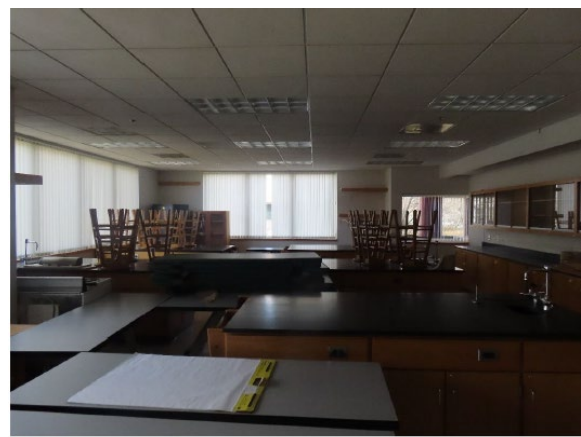
Sample Interior of the Building



Sample Interior of the Building



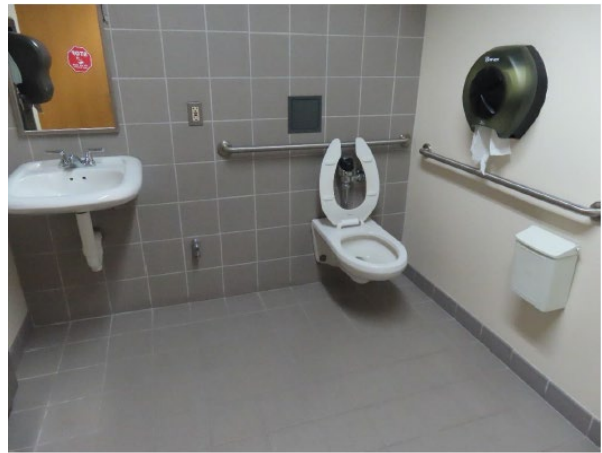
Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



Sample Interior of the Building



View of the Boilers



View of the Electrical



Hot Water Heaters



Wet Sprinkler System