



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



**ISSUANCE DATE: May 18, 2023**

**Christopher J. Gagliastro, MCPPO, Purchasing Agent**

**REQUEST FOR PROPOSALS ~ RFP No. CR-8025-W3**

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

**RFP TITLE: Property Lease – Classroom Space – Lincoln Street School / WPS**

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

1. Scope: The City of Worcester Public Schools seeks to lease classroom and administrative space for its Transitions Program for a period of three years beginning on July 1, 2023 through June 30, 2026 in accordance with the attached requirements and specification of WPS.

**Proposals are due at the City of Worcester Purchasing Department, Room 201, City Hall, Worcester, Massachusetts 01608 no later than 10:00 AM on June 28, 2023.**

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

**Any inquiries must be submitted in writing to:**

**Christopher J. Gagliastro, Purchasing Agent  
City of Worcester, City Hall  
455 Main Street, Room 201  
Worcester, MA 01608  
Email address: [gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)**

2. 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 Women Owned Business Enterprises (M/WBE).
3. The following meanings are attached to the defined words when used in the RFP.
  - a. The word “City” means the City of Worcester Public Schools, Massachusetts.
  - b. The word “Proposer” means the person, firm, or corporation submitting a proposal in response to these specifications.
  - c. “Lessor” means the Proposer that controls and leases the commercial space to the City.
  - d. “Minimum and Mandatory Evaluation Criteria” means the criteria for determining responsiveness and responsibility considered to be essential for the satisfactory operation by the City and leasing of the space.
  - e. “Comparative Evaluation Criteria” means the criteria for determining the relative merits of both the proposed plans for the commercial space and the proposed Lessor.
4. All proposals and other documents relating to this RFP are subject to the public records provisions of Massachusetts General Laws (M.G.L.), Chapter 30B (c.30B), and shall remain confidential until the time specified in c.30B section 6(d).
5. All materials submitted by the Proposer become the property of the City of Worcester. The City is under no obligations to return any of the material submitted by a Proposer in response to this RFP.
6. Each Proposer’s proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
7. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
8. The City will review and analyze each proposal and reserve 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 and its operations and deemed to be in compliance with the terms of this RFP.
9. The Proposer must certify that no official or employee of the City of Worcester has interest in this proposal or in the Contract Agreement which the Proposer offers to execute or in expected profits to arise there from, unless there has been compliance with the provisions of Massachusetts General Law (M.G.L.) Chapter 43, section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
10. The Contract 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. A sample lease agreement is located elsewhere within this RFP for information purposes only.

11. It is understood and agreed that it shall be a material breach of any Contract Agreement resulting from this RFP for the Lessor to discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or medical handicap. The Lessor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; M.G.L. Chapter 151B. Section 4 (1); and all relevant administrative orders and executive orders.
  - b. If a complaint or claim alleging violation by the Lessor of such statutes, rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Lessor agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.
  - c. In the event of non-compliance with any of the provisions of this RFP on the part of the Lessor, the City shall impose such sanctions as it deems appropriate, including but not limited to termination or suspension of the Contract Agreement.
12. The Lessor shall not assign, transfer, sublet, convey, or otherwise dispose of any Contract Agreement 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 previous consent in writing of the City. Should the Lessor attempt any of the above without written consent of the City, the City reserves the right to declare the Lessor in default and terminate the Contract Agreement for cause.
13. The award to the successful Proposer may be cancelled in the event of nonperformance as may be determined by the City.
14. The successful Proposer 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. No amendment to the Contract Agreement shall be effective unless it is in writing and signed by authorized representatives of all parties and is accepted by the City of Worcester.
16. The Lessor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the Lessor. The Lessor shall also bear the risk of loss or damage to leased or rented equipment used at the site, however, to such conditions and limitations as may be stated elsewhere in the Contract Agreement.
17. None of the services to be provided by the Lessor pursuant to the Contract Agreement shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership, or other such entity without the prior written consent of the City. No subcontract agreement or delegation shall relieve or discharge the Lessor from any obligation or liability under contract except as specifically set forth in the instrument of

consent. Any subcontract agreement to which the City has consented shall be attached to the original Contract Agreement on file with the City of Worcester.

18. The Lessor represents that no person, other than bona fide employees working solely for the Lessor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this Contract Agreement. For breach or violation of the representation, the City shall have the right to annul the Contract Agreement without liability or in its discretion to deduct from the Contract Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
19. Any Contract Agreement made by the City of Worcester in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City have a part in the placing of such Contract Agreement is financially interested, directly or indirectly, shall be void.
20. The Lessor must be current in taxes and all water and sewer liabilities on any and real estate owned in the City of Worcester, as well as state and federal taxes.

## **SUBMISSION OF PROPOSALS**

Proposal must be submitted in one package according to the instructions below.

A sealed package containing the **original plus one copy** of the proposal **must** be labeled as follows:

**Purchasing Agent, City of Worcester  
Property Lease – Transitions Program / WPS  
455 Main Street, Room 201  
Worcester, MA 01608**

**Re: RFP No. CR-8025-W3**

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

## **RFP EVALUATION**

1. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
2. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) **HIGHLY ADVANTAGEOUS** - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) **ADVANTAGEOUS** - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) **NOT ADVANTAGEOUS** - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) **UNACCEPTABLE** - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

3. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

**(1) If a Proprietorship**

**Name of Owner** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Zip Code** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**Zip Code** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_

**(Note: This Form must be included in the proposal submission)**

**(2) If a Partnership, full names and addresses of all partners**

**Name**

**Address**

**Zip Code**


**Business Address** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Tel. No.** \_\_\_\_\_

**(3) If a Corporation**

**Full Legal  
Name:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_ **Qualified in Massachusetts? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Principal Place of Business** \_\_\_\_\_  
\_\_\_\_\_ **Street** \_\_\_\_\_ **P.O. Box**

\_\_\_\_\_ **City/Town** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Place of Business in Massachusetts** \_\_\_\_\_  
\_\_\_\_\_ **Street** \_\_\_\_\_ **P.O. Box**

\_\_\_\_\_ **City/Town** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip**

**Telephone No.** \_\_\_\_\_

**GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY**

**Full Legal Name of Surety Company** \_\_\_\_\_

**State of Incorporation** \_\_\_\_\_ **Admitted in Massachusetts ?** **Yes** \_\_\_\_ **No** \_\_\_\_

**Principal Place of Business** \_\_\_\_\_  
\_\_\_\_\_ **Street** \_\_\_\_\_ **P.O. Box**

\_\_\_\_\_ **City/Town** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip**

**Place of Business in Massachusetts** \_\_\_\_\_  
\_\_\_\_\_ **Street** \_\_\_\_\_ **P.O. Box**

\_\_\_\_\_ **City/Town** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip**

## **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 – Draft / Sample Lease 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 & Email: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***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. \_\_\_\_\_

Email \_\_\_\_\_

Social Security No.

or

Federal Identification No. \_\_\_\_\_

Certified by State Supplier Diversity Office (SDO)

Yes \_\_\_\_\_ Date of Certification \_\_\_\_\_

\_\_\_\_\_  
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.)

<b>NAMES</b>	<b>ADDRESSES</b>	<b>ZIP CODE</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

(1) If a Proprietorship

Name of Owner: \_\_\_\_\_

<b>ADDRESS</b>	<b>ZIP CODE</b>	<b>TEL. #</b>
Business: _____	_____	_____
Home: _____	_____	_____

(2) If a Partnership

Full names and address of all partners:

<b>NAMES</b>	<b>ADDRESSES</b>	<b>ZIP CODE</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

  

<b>BUSINESS ADDRESS</b>	<b>ZIP CODE</b>	<b>TEL. #</b>
_____	_____	_____

(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: \_\_\_\_\_

**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**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (6) 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: \_\_\_\_\_

The Worcester Public Schools (WPS), invites proposals to lease classroom space to WPS in accordance with the terms, conditions, and specifications described below.

The purpose of this RFP is to obtain additional classroom space for the Lincoln Street School. The space should be able to accommodate approximately 180 students, have at least 8 available individual classrooms, and be approximately 12,000 sq.ft. with separate gymnasium and cafeteria spaces. More detailed requirements are outlined below.

## **Summary of Needs**

The space must be able to be fully configured to meet the needs outlined within the RFP for takeover by the move in date of July 1, 2023.

Location:	Worcester, MA Required Location: within ¼ mile of Lincoln Street School on the same side of the street
Approximate Space:	12,000 sq.ft.
Type of Space:	At least eight (8) classrooms with a functional kitchen and cafeteria space and a separate gymnasium
Required Date of Occupancy:	July 1, 2023
Type of Agreement:	Lease
Term:	Three (3) years

## **Mandatory Requirements and Criteria**

### **Type of Agreement and Terms:**

The term of the lease is three (3) years.

WPS will pay the lease fee to the landlord on a monthly basis per the executed lease agreement.

### **Location:**

The proposed premises must be within the City of Worcester and within ¼ mile of the Lincoln Street School located at 549 Lincoln Street, Worcester, MA. The space must be on the same side of the street as the Lincoln Street School so that students can walk between the buildings and do not have to cross the street or take a bus.

Parking area must be adequate to accommodate building staff and space for Worcester Public Schools exclusive use. Must have a minimum of eighty (80) parking spaces.

**Proposer Experience:**

The prospective proposer must provide a list of all current commercial and/or public tenants, if any, renting at least 10,000 sq.ft. from the proposer including their names, addresses, and telephone numbers.

Additionally, a list of at least three (3) references of current commercial and/or public tenants including their names, addresses, and telephone numbers.

**Insurance requirements:**

The successful bidder shall obtain and maintain insurance, at its own expense, during the lease Term, including any extension. Said insurance shall be sufficient to protect the successful bidder from claims that may arise or result from its ownership of the property, including all improvements. Said insurance shall be no less than:

Commercial General Liability insurance with a combined single limit of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate. Said insurance shall be on an occurrence basis. There shall be no deductible. The City of Worcester shall be named as additional insured with regards to all claims, injuries or damages to the extent the same is caused by the Lessor's negligence or wrongdoing. A waiver of subrogation favoring the City shall be included in the policy.

Worker's Compensation Insurance, including Employer's Liability Insurance in accordance with the laws of the Commonwealth of Massachusetts.

The Certificate Holder shall be the Purchasing Agent, 455 Main Street, Worcester, MA 01608 and the Superintendent, Worcester Public Schools, Durkin Administration Building, 20 Irving St., Worcester, MA 01609. The insured shall be required to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation.

Each policy of insurance required herein shall be in a form and with a company reasonably satisfactory to City that is authorized to do business in the Commonwealth of Massachusetts having a Best rating of A- or better. The successful bidder shall furnish a certificate of insurance to the Purchasing Agent as required herein in a form reasonably satisfactory to the City prior to the execution of this Lease and thereafter upon request by Purchasing Agent. The successful bidder shall further provide such additional information regarding such coverage as City may reasonably request

**Building Requirements**

Adequate (by Code) electrical/data outlets for educational and vocational (110/220v) use and data systems

Adequate (by Code) lighting for educational classrooms and offices

Adequate space for classrooms and programming for, up to approximately 100 students

Separate handicapped accessible male and female bathrooms. The number of toilets and handwashing facilities must be adequate (by Code)

Separate private space for medical services/nurses office

Property must be zoned for intended use. Property must meet or exceed all local codes and regulations for intended use.

Property must be served by all necessary utilities to support the population as described, (e.g. sewer/septic, water, electric, gas and adequate fiber network connections for Worcester Public Schools telecommunications). All utilities must be metered separately.

Lessor will maintain the property, including the lot, throughout the contract period (e.g. repair of ruts, potholes, cracks, etc.).

Office space and common areas must have heat and air conditioning to maintain temperature between 68° - 78°.

All building maintenance and repair, including but not limited to, all roof, HVAC, fire systems, plumbing, electrical and structural are the responsibility of the Lessor.

All life safety issues must be addressed within 48 hours of lessee's report.

Lessor must provide and install an intrusion alarm system to service the premises. The system must, at minimum, include motion detectors and contact alarms for all doors which envelope leased space and operable windows. The intrusion alarm system must be connected to the Worcester Public Schools intrusion alarm vendor. All maintenance of the intrusion alarm is the responsibility of the Lessor.

**Building Enclosure, Systems, Common Areas, and Conditions:** The proposed leased premises must comply with all applicable federal, state, and local code requirements. WPS will not take occupancy of the space until all code deficiencies have been fully corrected. The proposer must certify that any and all hazardous substances within the building or property pose no threat or risk to public health, before WPS occupancy.

**Emergency Lighting:** In older buildings that are exempt from the requirements of the current Code, the landlord is to upgrade emergency lighting to comply with the current Massachusetts State Building Code for new construction within the leased premises and along all paths of egress. The landlord is to provide and install emergency lighting in all restrooms, including common area restrooms, regardless of Code.



**Barrier-Free Access:** The proposed building must be free of barriers preventing access to the proposed space by handicapped persons, or proposer must indicate in the proposal how such barriers would be removed (i.e., by installing elevators, ramps, lifts, etc.), in accordance with applicable state and federal regulations. An automatic door opener must be included in the main entry doorway to the building.

The facility must comply, or landlord must be willing to bring the facility into compliance, with all applicable laws and regulations relating to accessibility standards, including the Section 188 of the Workforce Innovation and Opportunity Act (WIOA), Uniform Federal Accessibility Standards issued pursuant to Section 504 of the Rehabilitation Act of 1973 (UFAS), 28 C.F.R. §84.23, the Americans with Disabilities Act, and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto (ADAAG), 28 C.F.R. §35.151, and the U.S. Department of Justice 2010 Standards for State and Local Government Facilities.

**Security and Cameras:** Lessor must allow for the installation of video cameras to provide surveillance of interior and exterior of property. Installation and maintenance will be the responsibility of the Worcester Public Schools.

**Building Security Access:** The landlord shall allow authorized WPS employees to have access to the premises during the off hours. WPS may provide, install, maintain, and service a security alarm system and/or card entry access to serve the leased premises. This determination will be made at the discretion of WPS and related expenses will be incurred by WPS.

**Heating, Ventilation, Air Conditioning (HVAC):**

HVAC systems must be fully automatic and capable of maintaining minimum winter temperatures of 68 degrees Fahrenheit and maximum summer temperatures of 78 degrees Fahrenheit throughout the leased premises. Temperature control of the leased space must be made available to WPS.

**Certification:** Before occupancy, the landlord is to furnish the following certifications:

- A registered engineer's certification that the building HVAC systems as designed and constructed will satisfy the requirements of the RFP.
- A registered engineer's certification that air distribution is properly balanced in accordance with the design intent as set forth in the RFP specifications and the relevant drawings.

**Ventilation:** Office areas, restrooms, conference rooms, staff support areas, and special equipment rooms are to be ventilated in compliance with Code requirements. Ventilation equipment is to be installed and maintained in accordance with the manufacturer's recommendations.

**Electrical Service:** Electrical service must be of sufficient capacity to provide an electrical system which is complete, tested, and ready for operation for both power and lighting distribution. System design must be capable of accommodating each personnel space identified on the Summary of Needs including multiple computers, printers, copiers, and fax machines. All

electrical systems and wiring must be compliance with Massachusetts State Building Code.

**Telephone Wiring:** The landlord is responsible for providing WPS the ability to utilize copper connections from phone providers. These connections will be made within the data MDF and IDF(s). Wiring from the carrier networks to the data MDF and IDF(s) are the responsibility of the landlord. The monthly recurring fees for service (IE. a copper phone line for security system) will be the responsibility of WPS.

**Data Wiring:** The landlord is to provide a complete CAT6 data wiring system and all wiring test results prior to occupying the space. Installation of CAT6 wall jacks, faceplates and terminations to CAT6 patch panel(s) are the landlords responsibility. A minimum of two CAT6 jacks per workstation. Two CAT6 jacks per printer location. One CAT6 ceiling jacks per room for the purpose of wireless access points. Up to 30 interior CAT6 jacks and 10 exterior weatherproof CAT6 jacks for cameras. All wiring test results must meet CAT6 compliance. All CAT6 wiring must not exceed the 100-meter limitation. If the 100-meter limit is reached and a single MDF cannot be used, it will be the landlord's responsibility to provide fiber connectivity between MDF and IDF(s).

The landlord will be responsible for providing a secure area for the sole purpose of MDF and IDF(s) dedicated to WPS. The landlord is responsible for providing 19 inch network rack(s) in proposed MDF and IDF(s) with dedicated power. It is the responsibility of the landlord to provide path from the proposed MDF to WPS network providers (Charter fiber, Crown Castle fiber, or connectivity to an existing city network enabled location). The landlord is responsible for all construction costs to provide path from WPS's network provider's conduit system to the proposed MDF.

The landlord is to provide access to the building prior to occupancy to allow for the installation of multi-function fax/ scanner/ copy machines, and other network equipment.

**Life Safety Systems:** The landlord is to provide and maintain fire protection equipment and materials including, but not limited to: fire doors, fire walls, fire stops, fire extinguishers, exit route diagrams, exit signs, fire escapes, alarm systems, emergency lighting (including such lighting in restrooms and along paths of egress), as required by applicable codes.

**Total Square Footage:** Proposers must offer the amount of space in net usable square feet. WPS reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets WPS's space needs. Preference will be given to proposals with a space variance within +/-10% from the Summary of Needs.

**Premises Drawings:** The selected proposer must be able to promptly provide WPS with three print copies (and one AutoCAD disk, if available) of accurate base drawings of the proposed premises, stamped by a registered engineer or architect.

## **MANDATORY LANDLORD SERVICES**

The services described in this section are those which the landlord must provide under the terms of the lease agreement.

**Utilities:** The proposed rental rate must include (1) water and sewer services, (2) heating, ventilation, and air conditioning, (3) energy and fuel consumption, (4) all lighting, and (5) electricity for WPS's office equipment.

**Climate Control:** Temperature throughout the premises shall be maintained between 68 and 78 degrees Fahrenheit.

**Capital Maintenance and Repair:** All building maintenance and repair, including but not limited to, all roof, HVAC, fire systems, plumbing, electrical and structural.

## **LANDLORD IMPROVEMENTS**

### **General Conditions**

Infrastructure with comparable specifications that meet all required safety, code, and ADA requirements and all mandatory requirements specified in Sections IV and V may be considered and evaluated on an individual basis as part of the selection process.

**Low-Height Partitions:** WPS will provide and install its own low-height modular furniture system partitions, if desired.

**Standard Interior Door and Frame:** Working doors with locks are to be furnished by the landlord for all offices and meeting space as indicated on the Space Allocation Schedule.

**Tenant Entry Doors:** The spaces listed under the following areas on the Space Allocation Schedule require full height walls, doors, locks and sidelights: Executive, Senior Managers, Coordinators/Supervisors, Support areas, and Meeting areas.

**Locks:** The landlord is to provide and install cylinder lockset using interchangeable core cylinders to allow immediate re-keying of lock, keyed to the WPS space master, at all storage and equipment rooms, tenant entry doors and individual office locations. The landlord is to furnish closers and panic bars as required by Massachusetts State Building Code (Code).

**Agency Master:** The landlord is to provide and install interchangeable core cylinders not keyed to the building master for specified MCCC and MCRWB office areas.

**Ceilings:** Ceilings may be new or existing acoustical tile systems, or exposed ceilings may be acceptable in historic renovations, subject to approval, if utilities are organized. Ceilings are to be at least 8 feet from the floor. All piping is to be concealed in hung ceiling.

## **COMPARATIVE CRITERIA**

All proposals must demonstrate compliance with the mandatory requirements outlined in this RFP. Proposals that meet these mandatory requirements will be compared based on preferred

specifications and comparative criteria.

Parking: Parking proximity, accessibility, and cost of public and reserved parking. Parking areas and walkways between them and the proposed building must be adequately lit.

**Highly Advantageous** – Highly Advantageous proposals will demonstrate the availability of 80 or more public parking spaces for clients within ¼ mile of the proposed premises, a drop off area within 200 feet of the premises.

**Advantageous** – Advantageous proposals will demonstrate the availability of 75 or more public parking spaces for clients within ¼ mile of the proposed premises, a drop off area within 300 feet of the premises.

**Not Advantageous** – Not Advantageous proposals will demonstrate fewer than 70 public parking spaces for clients within ¼ mile of the proposed premises. Cost of public parking will be evaluated by comparing hourly rates and cost of reserved parking will be compared by evaluating monthly rates.

Building Enclosure and Systems: The condition of the building envelope including the roof, foundation, walls, exterior windows and doors and including all additional infrastructure, door security locking system, exterior signage, wiring and systems outlined in the Building Requirements section of this RFP; and the current condition of HVAC and electrical systems.

**Highly Advantageous** – All doors are per specifications noted above and are in good working condition, doors have electrified locks or locksets and card readers, data, telephone, wiring and electrical systems are as specified above, HVAC systems have records indicating they are in good working order and zone control climate thermostats have proven capability to maintain a temperature of 68-78 degrees Fahrenheit at all times.

**Advantageous** – All doors are per specifications noted above and are in good working condition, doors have traditional lock system, data, telephone, wiring and electrical systems are as specified above, HVAC systems have records indicating they are in good working order and zone control climate thermostats have proven capability to maintain a temperature of 68-78 degrees Fahrenheit at all times.

**Not Advantageous** – Not Advantageous proposals will be for premises that has windows that may be broken, poorly sealed, or cracked, walls that have holes and/or paint chipping, roof may have holes or show signs of sagging, water damage or other aesthetic or stability issues, doors are not in good working condition, carpet and floor finishes show visible signs of damage, data, telephone, wiring and electrical systems are not as specified above, HVAC systems are not in good working order and not able to maintain a temperature of 68-78 degrees Fahrenheit at all times, and there are no existing zone control climate thermostats accessible.

Building Common Areas: Public areas, including the building entrance, lobby, vestibules, stairs, corridors, ramps, elevators, and restrooms should present a professional image.

**Highly Advantageous** – Highly Advantageous proposals will include separate restrooms for staff and the public, restrooms will be handicap accessible, restrooms will have working ventilation, the lobby and greeting area will have a professional appearance and have appropriate signage to direct people to specific office locations, entranceway will be handicap accessible, pathways to stairs, ramps, or elevators will be handicap accessible, lighting will be deemed excellent by reviewers upon site visit.

**Advantageous** – Advantageous proposals will include restrooms for staff and the public, restrooms will be handicap accessible, the lobby and greeting area will have a professional appearance and have appropriate signage to direct people to specific office locations, entranceway will be handicap accessible, pathways to stairs, ramps, or elevators will be handicap accessible, lighting will be deemed adequate by reviewers upon site visit.

**Not Advantageous** – Not Advantageous proposals will include restrooms for staff and the public, restrooms will not be handicap accessible, the outside entrance to the building will not be able to accommodate signage for WPS, the lobby and greeting area will not have a professional appearance and not have appropriate signage to direct people to specific office locations, entranceway will not be handicap accessible or have more than one floor to access the classroom space, pathways to stairs, ramps, or elevators will not be handicap accessible, lighting will be deemed poor by reviewers upon site visit.

Landlord Management Capacity and Capabilities: Evidence provided exhibiting the ability of the landlord to have the proposed premises ready for occupancy by the WPS on the desired date of occupancy as well as technical and financial capacity of the landlord to design and build out the space if necessary to meet the WPS needs. Ability of the landlord to provide the building management services specified in the RFP in a professional and timely manner.

**Highly Advantageous** – Highly Advantageous proposals will include responses from at least five (5) references that indicate the landlord management capacity and capabilities are of a superior nature including on matters of climate control, maintenance, and snow removal. A minimum of three (3) of these references will be from tenants located within the city of Worcester. Additionally, proposer will provide evidence of technical and financial capacity by way of proof of insurance, ability to build out space to fit WPS needs, overlay drawings on existing floor plan or detailed proposal.

**Advantageous** – Advantageous proposals will include responses from at least three (3) references that indicate the landlord management capacity and capabilities on matters of climate control, maintenance, and snow removal are of an adequate nature. Additionally, proposer will provide evidence of technical and financial capacity by way of proof of insurance, ability to build out space to fit WPS needs, overlay drawings on existing floor plan or detailed proposal.

**Not Advantageous** – Not Advantageous proposals will not include less than three references, or will include responses from references that indicate the landlord management capacity and capabilities on matters of climate control, maintenance, and snow removal are of a less than

adequate nature.

Space Allocation: Lay-out of proposed space meets personnel, support, entry area and other operational requirements of WPS as outlined with the Summary of Needs. Conformance with the total Approximate Amount of Space outlined in the Space Allocation Schedule.

**Highly Advantageous** – Proposals that demonstrate superior space layout to meet operational needs outlined in the Summary of Needs including personnel, support, meeting, and entry areas and including square foot space with a difference not to exceed +/- 10% of the amount outlined in the Space Allocation Schedule. This includes but is not limited to a cafeteria area and private bathrooms for staff.

**Advantageous** – Proposals that demonstrate adequate space layout to meet operational needs outlined in the Summary of Needs including personnel, support, meeting, and entry areas and including square foot space with a difference not to exceed +/- 15% of the amount outlined in the Space Allocation Schedule. This includes but is not limited to a cafeteria area, but with no private bathrooms for staff.

**Not Advantageous** – Proposals that do not demonstrate adequate space layout to meet operational needs outlined in the Summary of Needs including personnel, support, meeting, and entry areas and including square foot space with a difference exceeding +/- 15% of the amount outlined the Space Allocation Schedule. This includes but is not limited to no cafeteria area, and no private bathrooms for staff.

## **Procedures for evaluation, selection and lease execution**

WPS's objective is to lease the required space based on the needs outlined in this RFP, at the most advantageous price

Comparative criteria will be used to decide among all responsible and responsive proposers.

### **Initial Review:**

WPS will only consider the proposals that meet the summary of needs outlined above.

### **Site Visit:**

WPS staff will conduct site visits for all qualifying proposals to perform detailed evaluations.

### **Preparation of the Lease:**

After a proposal has been selected, the owner will be contacted to finalize a lease. The terms of the lease must be consistent with the terms outlined within the RFP and the proposal. Schematic drawings of the premises must be furnished by the proposer.

### **Design and Build-Out of Improvements:**

Improvements, if wanted or required, are to commence when the landlord receives a copy of the full executed lease with an agreed upon, finalized floor plan attached as an exhibit. Following execution of the lease, it is the landlord's responsibility to deliver the premises to WPS in

conformity of this RFP. This includes providing all technical and professional expertise (architectural, structural, mechanical, electrical, etc.), renovation plans prepared by licensed professionals (including final design layout), labor, materials, permits, a Certificate of Completion, and a Certificate of Occupancy. The landlord is responsible for the timeliness and quality of agreed-upon improvements necessary for the occupancy of the leased space.

## **Proposal Submission Requirements**

Each proposal submitted must include, at a minimum, the following documents:

- A statement that the property meets the minimum criteria stated in the specifications.
- A statement indicating the exact location of the property and the parking area available to the lessee.
- An evaluation of how each of the comparative criteria is satisfied.
- A floor plan of the property including all existing areas including, but not limited to, all bathrooms, entrances, and common areas.
- Plans for the parking area that show the number of spaces.

## COST / PRICE PROPOSAL

Please complete the table below for the term of the lease.

WPS requires submission of gross, flat rent proposals. All cost information is to be included in the monthly rental rate.

Proposed Rental Rate (Monthly Flat Rate)	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Rent per month for WPS Lincoln Street School			

*TOTAL LEASE AMOUNT YEARS 1 – 3 = \$*\_\_\_\_\_\*

*\*low proposal price to be based on this amount*



### **Approximate Space Allocation Schedule**

<b>Room Type</b>	<b>Approx. sq. ft.</b>	<b># spaces</b>	<b>Total Sq. ft.</b>
Office-Administrator	300	2	600
Office-School Clerical	150	1	150
Office-School Nurse	400	1	400
Kitchen/Cafeteria	1,000	1	1,000
Classroom	800	8	6,400
Gymnasium	3,500	1	3,500
TOTAL APPROX. SQ FT NEEDED			12,050