

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



ISSUANCE DATE: December 28, 2023

Christopher J. Gagliastro, MCPPO, Purchasing Agent

REQUEST FOR PROPOSALS ~ RFP No. CR-8132-W4

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER NOTICE TO PROPOSERS

RFP TITLE: <u>Property Lease – Municipal Service Center / Emergency Communications-Management</u>

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

1. Scope: The City of Worcester seeks to lease office/administrative and customer service space for its Municipal Service Center for a period of three years beginning from date of lease agreement in accordance with the attached requirements and specification of the City of Worcester Department of Emergency Communications-Management.

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

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

- 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, 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 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 copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester Property Lease – Municipal Service Center / EC-M 455 Main Street, Room 201 Worcester, MA 01608

Re: RFP No. CR-8132-W4

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

RFP EVALUATION

- 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 Proprieto	rship	
ame of Owner		
susiness Address		
ip Code	Telephone No	
lome Address		
Zip Code	Telephone No	
2) If a Partnersh	ip, full names and addresses of all parti	ners
2) If a Partnersh <u>Name</u>	ip, full names and addresses of all parti	ners <u>Zip Code</u>
,	•	
<u>Name</u>	•	Zip Code

(3) If a Corporation				
Full Legal Name:				
State of Incorporation:				No
Principal Place of Business	Street		D.	O. Box
	Street		r.	О. БОХ
City/Town	State	Zip	Phone	
Email:				
Place of Business in Massachu		reet		P.O. Box
	Ci	ty/Town	Sta	ate Zip
Te	elephone No			
GIVE THE FOLLOWING IN Full Legal Name of Surety Cor	mpany			
State of Incorporation	Admitted in N	iassacnusetts	s: Yes	N0
Principal Place of Business	Street		P.0	O. Box
	City/Tow	n	State	Zip
Place of Business in Massachu		reet		P.O. Box
	——————————————————————————————————————	ty/Town	Sta	ate 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 (for informational purposes only)

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:		
	f, Have Filed All Mass. S	under the Penalties of Perjury That State Tax Return and Paid ALL Mas	
Company Name			
Street and No			
State		Zip Code	
Tel. No		Fax No.	
Email			
Social Security 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.)

NAM	IES	ADDRESSES		ZIP CODE
	Kindly furnish the	following information i	regarding the Resp	ondent:
(1)	If a Proprietorship			
	Name of Owner:			
	ADDRESS		ZIP CODE	
	Business:			
(2)	If a Partnership			
	Full names and address of	f all partners:		
NAM	IES	ADDRESSES		ZIP CODE
BUS	INESS ADDRESS	ZIP CODE	TEL. #	ŧ

(3)	If a Corporation			
	Full Legal Name:			
	State of Incorporation:			
	Principal Place of Business:			Zip Code
	Qualified in Massachusetts: Yes _			
	Place of Business in Massachusetts:			
	Give the following information regarding S			
	Full Legal Name of Surety Company:			
	State of Incorporation:			
	Principal Place of Business:			
	Admitted in Massachusetts: Yes_			
	Place of Business in Massachusetts:	Zip Co	de	Tel.#
NOTE:	: The Office of the Attorney General information on all proposals amoun		-	
	E.I. Number of Prop	oser		
	This number is regularly used by conference FEDERAL TAX RETURN," U.S.			
Author	rized 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:

REAL PROPERTY:	
TYPE OF TRANSACTION, AGREEM	ENT, OR DOCUMENT:
PUBLIC AGENCY PARTICIPATING	IN TRANSACTION:
DISCLOSING PARTY'S NAME AND	TYPE OF ENTITY:
ROLE OF DISCLOSING PARTY (Che	eck appropriate role):
Lessor/Landlord	Lessee/Tenant
Sellor/Grantor	Buyer/Grantee
Other (Please describe):	
condominium meeting all of the conditi as follows (attach additional pages if nee	ons specified in M.G.L. c. 7C, s. 38, are hereby disclosed cessary) RESIDENCE
& Maintenance or an official elected to	employee of the Division of Capital Asset Management public office in the Commonwealth of Massachusetts, finone)
	public office in the Commonwealth of Massachusetts,
& Maintenance or an official elected to except as listed below. (Check NONE ifNONE	public office in the Commonwealth of Massachusetts, finone)

NOTICE OF LEASE

Worcester, a duly organized munic	of G.L. c. 183, § 4, notice is hereby given that City of ipal corporation acting by and through its Department of agement (hereinafter "Lessee") and, a rincipal place of business at, Worcester, MA executed a lease as follows:
Date of Execution:	
Description of Leased Premises:	The Leased Premises consist of
Worcester, MA.	·
The Lessor acquired title to the Pro of Deeds,	perty by deeds, recorded with the Worcester District Registry
Term of Lease: The term of the L ends ten (10) years thereafter,	ease Agreement commences on the date of execution and
Marginal reference requested to:	
Witness the execution hereof under	r seal by the parties to said Lease Agreement:
LESSOR:	LESSEE:
	CITY OF WORCESTER
Name: Title:	Eric D. Batista City Manager
	Charles Goodwin Director – Emergency Communications-Management
	Approved as to form:
	Assistant City Solicitor

COMMONWEALTH OF MASSACHUSETTS

worcester, ss.			
	day of	, 2020, before me, the undersigned notary public	
personally appeared		for	_
, proved to	me through satis	factory evidence of identification, being (check whichever	
box applied): □ Dri	ver's license or	other state or federal government document bearing a	
11 /		rmation of credible witness known to me who knows the	
	•	sonal knowledge of the identity of the signatory, to be the	
•	• •	e; and acknowledged to me that he signed the foregoing	
document voluntari	•		
document voluntari	ny for its stated	burpose.	
		Notary Public	
		My Commission Expires:	

CERTIFICATE OF AUTHORITY

At a duly authorized meeting	ng of the Board of Dire	ctors of the
		_ Directors were present or waived notice,
(name of corporation)	(date)	641.
it was voted that	Figure and title)	of this company be and hereby is
authorized to execute contracts and	any recordable instrum of said company, and a	nent purporting to affect an interest in real affix its Corporate Seal thereto, and such
	A TR	UE COPY,
АТ	TTEST:	
		Place of Business:
I hereby certify that I am the(Title)	of the _	(Name of Company)
(Name of Officer)	is the duly elect	(Title)
		d or rescinded and remains in full force and
effect as of the date of this contract.		
	Signature:	
	Name/Title:	
	Date: _	
		(Corporate Seal)
COMMONWEALTH OF N	MASSACHUSETTS	
WORCESTER, SS.		
On this day of	, 2016, before me, who proved to n	e the undersigned notary public, personally ne through satisfactory evidence of
on the preceding or attached documpurpose.	nent, and acknowledged	ne through satisfactory evidence of, to be the person whose name is signed to me he/she signed it voluntarily for its state
	Notary P	
	iviy comr	mission expires:

TAX CERTIFICATION

	DATE:
to my best knowledge and belief, have com	tion 49A, I certify under the penalties of perjury that I, aplied with all laws of the commonwealth relating to prs, and withholding and remitting child support.
Signature:	Print below signature line name and title of Individual or Corporate Officer (as applicable)
Address:	Company Name
Tel No.	
SOCIAL SECURITY NUMBER OR EEDER AL IDENTIFICATION NUMBER	



REQUESTS FOR PROPOSALS (RFP) CITY OF WORCESTER EXECUTIVE OFFICE OF THE CITY MANAGER

PROPERTY LEASE FOR: Municipal Service Center (MSC)

Issued by:
City of Worcester
Administration and Finance – Purchasing Division
Christopher J. Gagliastro, MCPPO
455 Main Street
Room 201, City Hall
Worcester, Massachusetts, 01608

I. REQUEST FOR PROPOSALS

Introduction

The City of Worcester, Department of Emergency Communications and Management (ECM), invites proposals to lease office space to ECM, in accordance with the terms, conditions, and specifications described below.

The Request for Proposals (RFP) has been designed to provide for an open and competitive process for selecting lease space by informing all potential proposers of the requirements to have a submitted proposal considered; the procedure ECM will follow in evaluating proposals and selecting the most advantageous; the criteria for such evaluation and selection; and the expected terms and conditions of the lease agreement (including the tenant improvements and services to be provided by the landlord,) to be executed between the selected proposer and the City.

The City intends to provide various governmental services at the Leased Premises, including but not limited to, birth certificates, voter registration, tax payments, permit application, constituent services, flu clinics, police and fire prevention services, work order requests and business support. It is estimated that three staff members will regularly conduct services at the premises, but additional staff may also use the facility at various times.

Summary of Needs

Each bid for requested space may be submitted under one of the following options. The bidder must note which option, A or B, they choose:

Option A: Build out to the specifications outlined in the Space Allocation and Finish Schedule (attached), following provisions of Sections IV, and V (below), or

Option B: Partially reconfigure existing space to meet the City's operational needs, meeting or providing acceptable alternatives to elements included in Section IV, V, and VI (below). Determination of whether space in an alternative configuration meets the operational needs of the city will be solely determined by the City.

Any bid for space under this RFP may be submitted in which space for Support Areas, Meeting Areas and Entry Areas (see Space Allocation and Finish Schedule for details) are shared with one or more organizations. Conference rooms, reception area, kitchen area, etc., are examples of areas that could be shared in such a scenario, resulting in a more cost-competitive bid. Shared conference rooms must be available a minimum of 15 hours per work week during standard work hours.

Location: Worcester, MA

Preferred Location: within a mile of Worcester City Hall, on or

adjacent to Main Street

Approximate Amount

Of Space:

1,500 square feet

Type of Space: Client/Customer Service and Administrative Offices

Space must be zoned to allow for office use

Desired Occupancy Date: March 1, 2024 – April 1, 2024

Hours of Operation: Normal operating hours will vary, with general business being

conducted between 8:00 A.M. – 7:00 P.M., Monday through Friday; however, the City reserves the option to operate during weeknight

and weekend hours.

Type of Agreement: Lease

Term: Three (3) years

II. **DEFINITIONS**

City of Worcester, Department of Emergency Communications and Management: The City Department that will act as the lessee (ECM).

Eligible Proposers: Owner(s) of record for a proposed property, brokers, or an authorized agent for the owner(s) of record; prospective building purchasers, provided that such purchasers must attach a copy of an executed purchase and sale agreement or option and a letter from the current building owner stating awareness of the proposal. Proposals must be submitted by a single ownership entity.

Usable Area: For the purposes of this Lease, the term "Usable Area" shall mean the square footage determined by measuring the entire floor area of the premises from the inside finish of the permanent outside building walls by the interior surfaces of corridor walls or other demising walls. Not included in Usable Area are common public areas such as elevator shafts, vestibules, stair enclosures, elevator machine rooms, or other building mechanical and equipment areas, janitorial closets, loading platforms, restrooms, etc.

Public Parking: Parking spaces readily available for use by City staff, clients, and the general public, at their own cost. This may include on-street parking as well as spaces in public parking lots or garages.

Accessible Parking: Parking spaces complying with all state and federal regulations, including those of the Massachusetts Architectural Access Board (MAAB) and American Disabilities Act (ADA).

III. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The ECM'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 the relative merits of all responsive and responsible proposers and proposals. Evaluation of proposals will be based primarily upon information provided in the proposals and obtained from site visits. Additional information will be obtained from references provided by the proposer, from other agencies, or individuals familiar with the proposed building and from other generally available and verifiable information.

Initial Review: The ECM will accept for consideration only those proposals which meet the submission requirements. Proposals not meeting requirements will be rejected. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.

Site Visits: City staff will conduct site visits for any or all competitive, qualifying proposals, to verify the information provided in the proposals and to perform detailed evaluations of the proposed space. During the site visit, there must be a representative present at the site visit having the knowledge and authority to represent the proposer.

Co-location of building tenants: Any bid for ECM office space under this RFP may be submitted in which space for Support Areas, Meeting Areas, and Entry Areas are shared with one or more organizations. In the case of shared space, preference will be given to proposals where the missions and activities of co-located tenants align and support those of the ECM, including co-location of other Workforce Innovation and Opportunity Act partners.

Evaluation of Qualifying Proposals: All qualifying proposals will be evaluated on the comparative criteria and compared to City policy stipulations for compliance. The proposer(s)/proposal(s) will be selected in accordance with the procedures established by this RFP. After the deadline for submission of proposals to the City of Worcester Purchasing Department, all proposals shall be reviewed for compliance with the City of Worcester's purchasing requirements and for the degree to which they satisfy the qualitative criteria and policy objectives as defined in this RFP. All proposals will be reviewed by the Chief Procurement Officer or his/her designee as well as the Commissioner of the Department of Emergency Communications and Management and other evaluators as needed. The City Manager will make the final approval of award.

Preparation of the Lease: After a proposal has been selected, the ECM will contact the selected Owner, or Owner's Representative, to finalize a lease. The terms of the lease must be consistent with the terms outlined within the RFP and the selected proposal. The completed lease will incorporate the RFP Specifications for the premises, a renovation schedule for completion of the tenant improvements, if any, and the schematic drawing of the premises. See attached City of Worcester sample lease document.

Design and Build-out of Tenant Improvements: Improvements are to commence when the landlord receives a copy of the fully 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 the ECM in conformity with the requirements 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.

During any necessary renovations, official communication regarding the project will be through the authorized City representative, as identified within the lease. Any changes to the design must be approved in writing by the ECM. Punch list items are to be completed within thirty (30) days of occupancy

IV. MANDATORY REQUIREMENTS

Type of Agreement and Term:

Terms and conditions will be executed in the form of a lease. The City will pay the lease fee to the lessor on a monthly basis per the executed lease agreement.

Term of lease is three (3) years.

Location

Search Area: The proposed leased premises must be located within the City of Worcester

Neighborhood Characteristics: Characteristics of the surrounding area, including compatibility of adjacent uses, security for persons and property, and availability of basic services, amenities, access routes, and public transportation must meet the needs of the City.

Proposer Experience

Tenant List: Proposers must provide a list of all current commercial and public (i.e. government or other public agency) tenants, if any, renting at least 5,000 square feet from the proposer at buildings owned and managed by the proposer within the City of Worcester, and/or within the Commonwealth of Massachusetts, including their names, addresses, and telephone numbers.

List of References: Proposers must provide three (3) references of current commercial and/or public (i.e. government or other public agency) tenants, including their names, addresses, and telephone numbers.

Building Enclosure, Systems, Common Areas, and Conditions

Enclosure: The proposed leased premises must comply with all applicable federal, state, and local code requirements. The City 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 City 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.

Systems

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 the ECM.

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 Space Allocation and Finish Schedule 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 ECM 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 ECM.

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.

Conditions: Structure and Layout

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

Premises Drawings: The selected proposer must be able to promptly provide the City 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.

V. 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 the City's office equipment.

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

Maintenance and Snow Removal: The premises must be maintained in good repair and tenantable condition. The grounds are to be kept clean and free of litter and must receive proper landscaping care. Snow and ice are to be removed from all entrances, exits, sidewalks, and parking areas before normal and during working hours. Salt and sand are to be used as necessary to ensure safety.

Building Security Access: The landlord shall allow authorized City employees to have access to the premises during the off hours. This may be accomplished by using security guards or by means of a master key, electronic card, or similar restrictive entry system. Depending on the infrastructure, access and existing security of the proposed space, ECM may provide, install, maintain, and service a security alarm system to serve the leased premises. This determination will be made at the discretion of the City and related expenses will be incurred by the City.

Parking

Public Parking: A minimum of 20 publicly accessible parking spaces for clients within 1/4 mile of the leased premises.

Accessible Parking: Three (3) accessible spaces for the disabled available as close as possible to an accessible entrance to the building

- 1. **Janitorial Services:** The City shall within and about the Licensed Premises:
 - a. Provide daily janitorial services, including cleaning office space and restrooms regularly;
 - b. Perform trash, recycling and litter removal;
 - c. Providing staff, at its sole expense, to manage the day to day operations of the satellite government office space, including greeting visitors, providing information on City services, answering phones, accepting applications and permits, and opening and closing premises during business hours; and

Reception Services (for ECM bids with shared reception space only): Please describe how you would offer reception services during ECM operational hours (M-F 11:00 am to 7:00 pm.)

VI. 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.

Submittals: Before the completion of the final design phase, the landlord is to submit (if applicable) cuts, samples, and color swatches necessary to show the manufacturer's standard product line for any new finishes to the City for review, approval, and color selection during the final design phase. The submittals covered include floor, wall, ceiling, and architectural woodwork finishes and materials.

The landlord is to use low-volatile organic compounds (VOC) materials and materials with recycled content whenever feasible. Upon request, the landlord is to provide Material Safety Data Sheets for materials used in construction.

Walls: Walls are to be located as indicated on the Space Allocation and Finish Schedule. Office spaces must have adequate sound insulation to ensure confidential conversations within the space. This includes necessary sound baffles, insulation, or other means to prevent duct work or lighting fixture openings from carrying conversation level sound outside office spaces.

Interior walls: The landlord is to provide and install full-height walls as indicated on the Space Allocation and Finish Schedule. Walls are to achieve an STC rating of 40 or better.

Low-Height Partitions: The City will provide and install its own low-height modular furniture system partitions.

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 ECM 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.

Floors: Floor finishes for all rooms/areas are specified on the Space Allocation and Finish Schedule.

Carpet and Straight Base: Except where otherwise indicated, the landlord is to provide and install 32-ounce faceweight carpet, level loop, nylon directly adhered to the floor. Comparable alternative carpeting may be acceptable. Carpeting shall have a minimum five-year guarantee, antistatic warranty, and a certified indoor air quality (IAQ) label from the Carpet and Rug Institute.

Specialties

Signage: The landlord is to provide and install an internal signage system that includes all room numbers and room names (i.e., conference, telecommunications, storage, computer, rest rooms, etc., to be finalized at build-out) with changeable inserts.

The landlord is to provide and install 1) directories at main entrance(s) and each floor of multistory buildings to allow visitors to easily find their way to the leased premises, and 2) exterior signage, subject to approval of the City, adequate to allow recognition for drivers and pedestrians from a distance of 50 feet.

Window Coverings: The landlord is to provide and install either 1" wide horizontal aluminum blinds or 2 1/2" to 3 1/2" operable vertical blinds for building perimeter windows and sidelights.

VII. PREFERRED SPECIFICATIONS

Search Area/Accessibility: Preference will be given to a location in Downtown Worcester within 1 mile of City Hall, on or adjacent to Main Street and that is accessible by a variety of transportation options.

Public Parking: 50 publicly accessible parking spaces for clients within 1/4 mile of the leased premises, a drop off area within 100 feet of the premises, a minimum of 4 parking spaces (public or private) available for disabled parking permit holders within 300 feet of the premises

List of References: Five (5) references of current commercial and/or public (i.e. government or other public agency) tenants, if any, including their names, addresses, and telephone numbers are preferred. References from public tenants are preferred. References from tenants within the City of Worcester are strongly preferred.

Staff Support Kitchen/Lounge Area: Kitchen area with a countertop, a stainless steel sink, and cabinets with surface-mounted doors. All assemblies are to meet ADA accessibility requirements. The landlord is to provide and install two wall-mounted, three-pronged, ground fault outlets above counter and 110-volt outlets as required for the City-supplied refrigerator, microwave, water cooler, and/or vending machines.

Private Office: At lease one separate office with locking door and sound-reduction, to allow for private conversations and meetings.

Rest Rooms: Separate rest room facilities for City staff and public use.

VIII. COMPARATIVE CRITERIA

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

Accessibility: Access to, and visibility of, the proposed building by public transit, automobile, and foot. Operational efficiency of the space for staff and customer flow will also be considered.

Highly Advantageous – Highly Advantageous proposals will have office space accessible by elevator, or escalator, 5 or more bus stops from different bus lines within ½ mile of the premises, a curb cut for wheelchair accessibility located within 200 feet of the premises, and a crosswalk located within 200 feet of the premises.

Advantageous – Advantageous proposals will have office space that is accessible by elevator or escalator, 3 or more bus stops from different bus lines within ¼ mile of the premises, a curb cut for wheelchair accessibility within 300 feet of the premises, and a crosswalk located 300 feet or less from the premises

Not Advantageous – Not Advantageous proposals will have office space that is not accessible by elevator or escalator, fewer than 3 bus stops from different bus lines within ½ mile of the premises, a curb cut for wheelchair accessibility that is greater than 300 feet from the premises, and no crosswalks located within 300 feet of the premises.

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 50 or more public parking spaces for clients within ¼ mile of the proposed premises, a drop off area within 200 feet of the premises, 4 or more parking spaces (public or private) available for disabled parking permit holders within 300 feet of the premises and 5 reserved parking spaces for staff within a quarter mile of the premises. Cost of public parking will be evaluated by comparing hourly rates and cost of reserved parking will be compared by evaluating monthly rates.

Advantageous – Advantageous proposals will demonstrate the availability of 21 - 49 or more public parking spaces for clients within ¼ mile of the proposed premises, a drop off area within 300 feet of the premises, 3 or more parking spaces (public or private) available for disabled parking permit holders within 500 feet of the premises, and 4 reserved parking spaces for staff within ¼ mile of the premises. Cost of public parking will be evaluated by comparing hourly rates and cost of reserved parking will be compared by evaluating monthly rates

Not Advantageous – Not Advantageous proposals will demonstrate the minimum of 20 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.

Neighborhood and Co-Located Tenant Characteristics: Characteristics of the surrounding area including compatibility of neighboring uses, security for persons and property, and availability of basic services and amenities. Co-located building tenants and/or entities which share space with the ECM that enhance and support the missions and operations of ECM are preferred. Adjacent uses which negatively impact the health and safety of staff or clients will be considered in evaluating proposals. Well-lighted and well-traveled access routes from parking lots or public transportation will be reviewed during site visits.

Highly Advantageous — Highly Advantageous proposals will include premises located in Downtown Worcester within 1 mile of City Hall, on or adjacent to Main Street, co-located tenants will have a specific mission related to municipal government such as birth certificates, voter registration, tax payments, permit applications, medical clinics, public safety prevention services and/or general business support, premises will include a security guard, video surveillance cameras, and a security alarm system, the walking path from the premises to the staff parking area will have lighting.

Advantageous – Advantageous proposals will include premises located within 1 mile of City Hall, co-located tenants will be of a professional nature but not directly supporting and enhancing the mission of ECM, premises will include video surveillance cameras, and/or a security alarm system, the walking path from the premises to the staff parking area will have lighting.

Not Advantageous – Not Advantageous proposals will include premises located greater than 1 mile from City Hall, co-located tenants in opposition, conflict or obstruction to mission of ECM, premises does not include security guard, video surveillance cameras or a security alarm system, the walking path from the premises to the staff parking is not sufficiently lit.

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 Section VI of this RFP; the presence of natural light in the proposed space; and the current condition of HVAC and electrical systems.

Highly Advantageous – Highly Advantageous proposals will be for premises that has significant natural light and adequate number of windows fully sealed and intact and includes window coverings, walls free of holes and paint chipping, roof will not have holes or show signs of sagging, water damage or other aesthetic or stability issues, ceiling will have acoustical tiling and be at least 8 feet from the floor, all doors are per specifications in Section VI and are in good working condition, doors have electrified locks or locksets and card readers, carpet and floor finishes are as specified in section VI, data, telephone, wiring and electrical systems are as specified in section VI, the outside entrance to the building will be able to accommodate exterior signage for ECM that is visible from a distance of 75 feet, HVAC systems have records indicating they are in good working order and zone control climate thermostats have proven capability to maintain a temperature of 68-75 degrees Fahrenheit at all times.

Advantageous — Advantageous proposals will be for premises that has adequate number of windows. All windows fully sealed and intact, walls free of holes and paint chipping, roof will not have holes or show signs of sagging, water damage or other aesthetic or stability issues, all doors are per specifications in Section VI and are in good working condition, doors have traditional lock system, carpet and floor finishes are clean, data, telephone, wiring and electrical systems are as specified in section VI, the outside entrance to the building will be able to accommodate exterior signage for ECM that is visible from a distance of 50 feet, HVAC systems have records indicating they are in good working order and zone control climate thermostats have proven capability to maintain a temperature of 68-75 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 in section VI, HVAC systems are not in good working order and not able to maintain a temperature of 68-75 degrees Fahrenheit at all times, and there are no existing zone control climate thermostats accessible.

Electrical System: Lay-out of proposed space meets operational requirements of the city with electrical outlets installed at least every 6 feet to accommodate reception desks, computers, and wall-monitors.

Highly Advantageous – Proposals that demonstrate superior space layout with included electrical outlets available along primary walls at each 6-foot interval to allow for use of reception desks, computers, and wall monitors to conduct operations and business.

Advantageous – Proposals that demonstrate adequate layout to meet operational needs, including some available electrical outlets along primary walls at 6-foot intervals but may require some additional outlet installation.

Not Advantageous – Proposals that do not demonstrate adequate space layout to meet operational needs and do not contain required electrical outlets at 6-foot intervals along primary walls or which may require significant electrical upgrades or installation to meet operational needs.

Building Common Areas: Public areas, including the building entrance, lobby, vestibules, stairs, corridors, ramps, elevators, and restrooms should present a professional image. Cramped, unattractive lobbies, narrow, dimly lit corridors, lack of natural light, or inadequate or poorly located restrooms will not be considered for award. These building common area characteristics will be reviewed during site visits.

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 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. General office area will be open concept, allowing for reception desks, chairs, and writing surfaces to be placed in the area and moved/rearranged as needed.

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. General office area has limited open areas for placement of receptions desks, chairs, and writing surfaces.

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 UI, 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, pathways to stairs, ramps, or elevators will not be handicap accessible, lighting will be deemed poor by reviewers upon site visit. General office does not contain any open concept areas and is limited to reception area, private, and shared offices.

Landlord Management Capacity and Capabilities: Evidence provided exhibiting the ability of the landlord to have the proposed premises ready for occupancy by the ECM 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 ECM 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 ECM needs as evidenced by preliminary sketches,

overlay drawings on existing floor plan or detailed proposal, and evidence of contracts for professional security and maintenance.

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 ECM needs as evidenced by preliminary sketches, overlay drawings on existing floor plan or detailed proposal, and evidence of contracts for professional security, maintenance, and janitorial services.

Not Advantageous – Not Advantageous proposals will include the minimum of 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 the city as outlined with the Space Allocation and Finish Schedule. Conformance with the total Approximate Amount of Space outlined in Section I.

Highly Advantageous – Proposals that demonstrate superior space layout to meet operational needs outlined in the Space Allocation and Finish Schedule including personnel, support, meeting, and entry areas and including square foot space with a difference not to exceed +/- 10% of the amount outlined in section 1. This includes but is not limited to a greeting area with 20 or more feet of counter space, accessibility to conference room areas for 15 hours per week or more as specified in Space Allocation and Finish Schedule, a kitchen/lounge area, and private bathrooms for staff.

Advantageous – Proposals that demonstrate adequate space layout to meet operational needs outlined in the Space Allocation and Finish Schedule including personnel, support, meeting, and entry areas and including square foot space with a difference not to exceed +/- 15% of the amount outlined in section 1. This includes but is not limited to a greeting area with 10 or more feet of counter space, accessibility to conference room areas for 15 hours per week or more as specified in Space Allocation and Finish Schedule, a kitchen/lounge area, and no private bathrooms for staff.

Not Advantageous – Proposals that do not demonstrate adequate space layout to meet operational needs outlined in the Space Allocation and Finish Schedule including personnel, support, meeting, and entry areas and including square foot space with a difference exceeding +/- 15% of the amount outlined in section 1. This includes but is not limited to a greeting area with less than 10 feet of counter space, lack of accessibility to conference room areas for 15 hours per week or more as specified in Space Allocation and Finish Schedule, no kitchen/lounge area, and no private bathrooms for staff.

Lease Proposal Form

Proposal Summary

The undersigned has read the Request for Proposal and has carefully examined all specifications therein. The undersigned certifies that prior to occupancy by the City, the proposed property shall comply with all RFP specifications unless stated otherwise in this Proposal; that he/she is an eligible proposer as defined in the RFP, and there are no known obstacles to prevent the owner from executing a lease, of which could invalidate such agreement. The undersigned proposes to lease the property to the City.

Transfer of J		
Name of Proposed Building:		
Address of Proposed Building:		
Floor Number:		
Proposed Net Usable Area (SF):		
Term of Lease (Years):		
Select One (See Section I):	Option A	Option B
Proposer		
Name of Proposer:		
Contact:		
Company Name:		
Proposer's Address:		
Tel:		
Proposer's Signature:		

Owner
Name of Building Owner:
Owner's Address:
Tel:

Please Attach the Following – If Applicable:

- A list of other existing tenants with whom space may be shared. Please include the length of the lease (start date/end date) for each tenant listed.
- A minimum of three (3) references, five (5) references are preferred as outlined in RFP.
- Other attachments that would support proposal such as site plans overlay drawings, contracts with professional security, maintenance, janitorial or other service providers.

COST PROPOSAL

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

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

Please indicate on lease proposal form the option for which you are submitting a proposal:

Option A: Build out to the specifications outlined in the Space Allocation and Finish Schedule following provisions of Sections IV, and V.

Option B: Partially reconfigure existing space to meet the City's operational needs, meeting or providing acceptable alternatives to elements included in Section IV, V, and VI.

Year	Rental Rate (flat rate per month)			Total Per Year
First Year	\$	x 12	=	\$
Second Year	\$	x 12	=	\$
Third Year	\$	x 12	=	\$
	TOTAL ALL THREE YEAR	RS	=	\$*

^{*} Low proposal price will be based on this amount