



**CITY OF NEW BEDFORD**  
JONATHAN F. MITCHELL, MAYOR

February 17, 2022

City Council President Ian Abreu and  
Honorable Members of the City Council  
133 William St.  
New Bedford, MA 02740

Dear Council President Abreu and Honorable Members of the City Council:

I am submitting for your consideration a Request For Proposals (RFP) for the sale and development of An Advanced Manufacturing Campus on 100 acres of the Whaling City Golf Course property on Hathaway Road.

I appreciate the cooperation of the City Council on several matters related to the Advanced Manufacturing Campus since the project was announced in 2017. Our work together, alongside members of the local legislative delegation and state economic development officials, has provided the necessary foundation for the disposition process we are initiating today.

Our past efforts have included a detailed market analysis, an extensive assessment of site conditions, the establishment of a site-specific zoning measure, and the special legislation signed into law recently which removed state recreational restrictions that had barred redevelopment. My Administration stands ready to continue that effective partnership with the Property Committee to prepare and issue a Request for Proposals (RFP), receive responses from the private sector development community, and select the most advantageous proposal.

The property being proposed for sale and redevelopment is a valuable asset, and as such, the City should expect a commensurate response from prospective purchasers. Accordingly, the RFP sets a high bar for would-be developers. The development and design criteria included in the new zoning measure, and now reflected in the RFP, will promote a campus that is physically attractive, will make the most of a highly visible hilltop setting, and will ensure facilities integrate well with the surrounding landscape. Successful bidders will be required to craft proposals that directly address the job-creation and revenue interests of the City.

The presentation of the RFP is also a useful occasion to restate the underlying rationale for the AMC and reiterate the importance of the conversion of a portion of the golf course into a modern business campus. The premise has always been straightforward: The existing New Bedford Business Park is very near full capacity and the City no longer has any large tracts of privately held land suitable for job- and revenue growth at scale. The situation is untenable and represents a significant threat to the city's long-term prosperity. An innovative solution is required.

The AMC represents such a solution, and the advantages are evident: Sophisticated market research has confirmed that the site boasts the acreage, transportation access, and visibility needed to attract interest from leading industries of Massachusetts and beyond. The site can accommodate more than one million square feet of new development, bringing with it as many as one thousand jobs to the City, while allowing the continued operation of the golf course. A new golf clubhouse, amenities, and parking area will be constructed just outside the perimeter of the AMC. And the prospects of redevelopment of an adjacent hotel property, as well as other key parcels in the Hathaway Road corridor, will be significantly enhanced.

The AMC is a unique greenfield development opportunity that has, for very good reason, already attracted the attention of major commercial real estate interests and industry leaders. Our work together in the weeks ahead will be to ensure that the ongoing private sector attention is translated into proposals for high-quality end uses consistent with the economic strengths of the City, region, and state. I know from our many discussions that the City Council shares the view that New Bedford residents deserve world-class development proposals in response to this RFP, and I look forward the close collaboration that will allow us to achieve that objective.

Sincerely,



Jon Mitchell  
Mayor

Attachments:

RFP (#22161070)

Exhibit A: Plan of Property

Exhibit B: Advance Manufacturing Campus Ordinance

Exhibit C: Wastewater Records Drawings



## REQUEST FOR PROPOSALS

# City of New Bedford, Massachusetts

Sale and Development of 100-Acre Property  
for Advanced Manufacturing Campus



RFP #22161070

Jonathan F. Mitchell  
Mayor

City Council Property Committee  
133 William Street  
New Bedford, MA 02740



# Table of Contents

1. Advertisement .....	1
2. Project Description .....	3
3. Site Information .....	5
4. City's Objectives .....	13
5. Selection Process and Submission Requirements .....	17
6. Comparative Evaluation Criteria .....	24
7. Proposed Sales Terms .....	29
8. Instructions to Proposers .....	35
9. Proposal Checklist and Attachments .....	38



## Exhibits

**Exhibit A:** Plan of Property

**Exhibit B:** Advanced Manufacturing Campus Ordinance

**Exhibit C:** Wastewater Records Drawings

## Attachments

**Attachment A:** Price Proposal Form

**Attachment B:** Certificate of Tax Compliance

**Attachment C:** Certificate of Non-Collusion

**Attachment D:** Disclosure of Beneficial Interest in Real Estate

**Attachment E:** Certificate of Authority

**Attachment F:** Corporate Vote

**Attachment G:** Acknowledgment of Solicitation Requirements

**Attachment H:** Tax Status and History Disclosure



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1

## Sale and Development of 100 Acre Property for Advanced Manufacturing Campus

# Advertisement

The City of New Bedford Purchasing Department, in conjunction with the City's Property Committee, is soliciting proposals from qualified developers for the disposition of a 100-acre parcel of land located on Hathaway Road, New Bedford, MA 02740, and identified on City of New Bedford Assessor's Map 121 as Lot 86, for the development of an Advanced Manufacturing Center.

Sealed proposals will be received by the Purchasing Department until **[INSERT TIME AND DATE]**, at which time bids will be opened and read aloud. All proposals must be submitted via mail or in-person delivery to the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740 during business hours (8:00 a.m. – 4:00 p.m. EST) until the above time and date. Proposers must email [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) to confirm they have submitted a proposal. Proposals received after the above time and date will be rejected and returned unopened. Emailed and/or faxed proposals will not be accepted. All bids shall be accompanied by a bid security deposit in the amount of \$50,000. Bid security may be in the form of Certified Check, Certificate of Deposit, or Bid Bond made payable to the City of New Bedford, Massachusetts.

The Request for Proposal (RFP) may be obtained beginning on or after **[INSERT TIME AND DATE]** by visiting the City of New Bedford webpage at [newbedford-ma.gov/Purchasing](http://newbedford-ma.gov/Purchasing) or by emailing [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov). A Non-Mandatory Pre-Submittal Meeting and Site Visit has been scheduled for **[INSERT TIME AND DATE]** at City Hall, 133 William Street, New Bedford, MA 02740. After the Pre-Submittal Meeting a Site Visit will take place at **[INSERT TIME AND DATE]** at 581 Hathaway Road, New Bedford, MA 02740. Questions concerning this RFP must be submitted in writing by delivery or email to [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) on or before **[INSERT TIME AND DATE]**. Questions will be answered via Addendum emailed to all Proposers on Record as having received the RFP, as well as posted publicly on the City's website on the Purchasing page.

Proposals cannot be withdrawn for a period of one hundred eighty (180) days after the bid opening date. All proposals must include a signed and completed Non-Collusion Form, Certificate of Tax Compliance, Disclosure of Beneficial Interest Statement, and the other forms required by this RFP. Neither this advertisement nor the RFP constitute an offer.

The City and the apparent most advantageous, responsive, and responsible proposer, taking into consideration price and all other evaluation criteria, may extend the time for award by mutual agreement. The City of New Bedford reserves the right to waive any informality in, or to reject, any or all proposals, if it deems such waiver or rejection to be in the best interest of the City. The Awarding Authority also reserves the right to accept other than the highest priced proposal if it deems such acceptance in the best interest of the City. The City Council is the Awarding Authority. The Mayor, once authorized by the Council, will negotiate any sale of property.

The schedule of this solicitation is as follows:

Advertise Request for Proposals	[INSERT TIME AND DATE]
Request for Proposals Available	[INSERT TIME AND DATE]
Date of Site Visit	[INSERT TIME AND DATE]
Final date for Submission of Questions	[INSERT TIME AND DATE]
Proposals Due	[INSERT TIME AND DATE]

AWARDING AUTHORITY:  
CITY OF NEW BEDFORD  
City Council Property Committee  
133 William Street  
New Bedford, MA 02740





# 2

## Sale and Development of 100 Acre Property for Advanced Manufacturing Campus

### Project Description

The City of New Bedford (the "City") is pleased to issue this Request for Proposals ("RFP") to present developers with a unique, ground-breaking opportunity to purchase and create an advanced manufacturing center on a 100-acre parcel of land located on Hathaway Road, New Bedford, Massachusetts (the "Property"). The Property is shown more particularly on the plan attached hereto as Exhibit A, attached hereto and incorporated herein, with direct access to a railway, close to the New Bedford Regional Airport, and perfectly located at the intersection of two major highways, with no direct residential abutters. The Property has the capacity to accommodate one million square feet of building space.

The City is inviting proposals from developers who not only have experience and expertise in commercial development, but also have the vision to transform the Property into a center or campus for advanced manufacturing, such as bio-technology manufacturing, medical devices, testing laboratories, electronics, and communications, while accommodating a variety of other commercial uses, that will make the Property attractive to investors, employers, employees, and the public at large.

The City prefers to award the sale of the Property to a single developer who will be the ultimate user of the Property, though the City will also consider proposals from a single developer who will locate the ultimate end-users of the Property. Proposers are advised to submit letters of intent or interest from the ultimate end-users of the Property.

The sale of the Property is made possible by the passage of a special act by the Massachusetts General Court, signed into law by Governor Baker which released the Property from the provisions of Article 97 of the Massachusetts Constitution.

Proposers are required to submit bid security in the amount of \$50,000.00 (the "Bid Security") with their proposals in the form of a certified or bank check made payable to the "City of New Bedford." The Bid Security of those who are not chosen will be promptly returned. Half of the Bid Security shall reimburse the City for its costs and expenses of in issuing this RFP and is non-refundable; the remaining half will be credited to the purchase price.

At the execution of a mutually satisfactory Purchase and Sale Agreement that substantially incorporates the sales terms set forth in this RFP (the "PSA"), the successful proposer shall be required to pay a deposit that, together with half the Bid Security, shall equal 7% of the total purchase price (the "Deposit"). The Deposit shall be credited to the purchase price.

The successful proposer must enter into the PSA containing the terms set forth in this RFP and the proposal within 60 days from the date of the award. The successful proposer shall also enter into a Land Development Agreement ("LDA") with the City to govern the development of the Property after the closing.

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The City reserves the right: to reject any proposal that fails to meet the requirements of this RFP, or which is incomplete, conditional, or obscure, or which contains additions or irregularities, or in which errors occur; to waive minor discrepancies; to permit a proposer to clarify such discrepancies; to interview and conduct discussions with some or all qualified proposers in any manner necessary to serve the City's best interests; to waive any minor informality; to accept, in whole or in part, any or all proposals; to designate a developer based on written proposals received, without prior discussions; to reject any or all proposals if deemed in the City's interest to do so; and to take whatever other or additional action that may be deemed in the City's best interest.

Any fees or other expenses associated with the RFP process are solely the responsibility of each proposer. Instructions to proposers are set forth more particularly in Section 8.



# 3

Sale and Development of  
100 Acre Property for  
Advanced Manufacturing Campus

## Site Information

### A. PURPOSE

The City of New Bedford (the "City") invites proposals from qualified developers for the purchase of a City-owned parcel on Hathaway Road, New Bedford, containing approximately 100 acres (as more particularly described below, the "Property") and the development of an advanced manufacturing campus thereon.







## B. DEVELOPMENT VISION

New Bedford is the vibrant economic and cultural hub of Southeastern Massachusetts, with a growing population of 101,000. The City enjoys multiple geographical advantages, including its location at the intersection of two major highways (I-195 and State Route 140), its coastline and prominent deep-water port, and its access to other large metropolitan areas to the north and west. The City's diversified economic base, along with major cultural, recreational, and institutional assets, continue to reinforce the City's position as the region's center. The City has a proud history as a home to hard-working residents who are innovative, entrepreneurial, and creative. The local economy is supported by a stable City government that is committed to modernizing public services, transparency, and the fostering of economic and social activity in a well-designed urban setting.

The City seeks proposals from developers who will use the Property for advanced manufacturing and serve as a catalyst for job creation, economic revitalization, and investment in the City. The development of the Property will also compliment and coincide with the City's realization of its goal of making the City a center for the emerging offshore wind industry. The vision of the development of the Property is one that enhances the City's brand, its economic competitiveness, and its architectural and cultural landscape.

The City has established the groundwork to create an advanced manufacturing center by passing a zoning ordinance, entitled "Advanced Manufacturing Campus", that encompasses the entire Property, a copy of ordinance which is attached as [Exhibit B](#) and incorporated herein (the "AMC Ordinance"). The successful proposer will prepare a Master Plan for the development of the Property in close coordination with the New Bedford Planning Board. The AMC Ordinance permits certain advanced manufacturing uses—such as research, development, or testing laboratories and biotechnology facilities—to be developed on the Property as of right, while certain other uses are permitted through a site plan review or by obtaining a special permit. The AMC Ordinance supersedes all other zoning district regulations, except the Flood Hazard Overlay District.

## C. PROPERTY DESCRIPTION AND USE

The Property is located on Hathaway Road, contains 99.86 acres of land, and is shown on Assessors Map 121 as Parcel 86, and is described in a deed recorded with the Bristol (Fall River) Registry of Deeds in Book 1447, Page 465, and the boundaries of the Property are shown on the preliminary survey plan attached hereto as [Exhibit A](#) and incorporated herein.

The Property, together with the abutting City-owned property located at 581 Hathaway Road (the "Abutting Property"), is currently used as an 18-hole municipal golf course, known as the Whaling City Golf Course (the "Golf Course"). The Property is improved by a portion of the existing Golf Course, with a club house and parking area serving the Golf Course located thereon. The club house and the parking area will be relocated by the City onto the Abutting Property after the sale of the Property to the successful proposer. The City will build a new club house and parking area on the Abutting Property before use of the Golf Course ceases on the Property and amenities on the Golf Course are demolished. The City will schedule its relocation plans in close coordination with the successful proposer's plans to develop the Property.

### 1. Zoning

The development of the Property is governed by a zoning ordinance, entitled "Advanced Manufacturing Campus" (the "AMC Ordinance"), that encompasses the entire Property and supersedes all other zoning district regulations, except the Flood Hazard Overlay District. A copy of the AMC Ordinance is attached hereto as [Exhibit B](#) and incorporated herein.

The development of the Property will be based on a [Master Plan](#), prepared by the successful proposer and approved by the Planning Board, which sets forth the proposed development of the entire Property, even if certain portions of the Property area developed incrementally. The Master Plan will show in detail the initial development of the Property as well as its future development and various uses will be judged based on their compliance or consistency with the approved Master Plan.

The AMC Ordinance creates three (3) classes of permitted uses: Class A, Class B, and Class C. Class A uses are those advanced manufacturing uses, such as research, development, or testing laboratories and biotechnology facilities, that may be developed on the Property as of right by obtaining a building permit, though some may require a site plan review if they do not comply strictly with the approved Master Plan. Class B uses, such as childcare centers, gyms, brewery and distilleries and brew pubs and restaurants, as well as food halls and public markets, are permitted as of right but subject to site plan approval from the Planning Board. Class C uses, such as retail stores and services, professional or business offices, medical offices or clinics, banks, and caterers/food production, require site plan approval and/or special permit, depending on whether such Class C use is contained wholly within a permitted Class A use.

Proposers are advised to review the AMC Ordinance with care before submitting their responsive proposals. The selection of the successful proposer will depend, in part, on the concept plans submitted by the proposers and the adherence of the concept plans to the AMC Ordinance.



## 2. Transportation Access

The Property is uniquely located to take advantage of multiple means of transportation. It is located on Hathaway Road in New Bedford, has frontage on I-195, and has direct access to the State Route 140 exchange, and is 24 miles from Route 24/I-95. The Property abuts an active rail line and lies within one mile of the New Bedford Regional Airport.

## 3. Infrastructure

The 100-acre site is located off Hathaway Road, just south of the intersection of Interstate Route 140. The following utilities are available at or in the vicinity of the Property:

- » Sewer
- » Water
- » Electric
- » Gas
- » Telephone
- » Cable

### 3a) Infrastructure—Sewer:

The City owns and operates a wastewater and stormwater collection system that is managed by the City's Wastewater Division. The City's wastewater treatment plant (WWTP) has a dry weather flow capacity of 35 million gallons per day (MGD) and 75 MGD wet weather capacity is operated under contract by Veolia Water North America. The City's wastewater and stormwater collection system consist of approximately 300 miles of combined and sanitary sewers, 29 pumping stations and 27 permitted combined sewer overflows that help convey flow to the City's WWTP located at Fort Rodman. The City's wastewater collection system and treatment plant are operated under NPDES Permit No. MA0100781 with discharges regulated under Chapter 16 of the City's Code of Ordinance. The City's stormwater collection system is operated under the EPA's 2016 Municipal Separate Storm Sewer System (MS4) permit including all revisions as well as a municipally approved Stormwater Management Rules and Regulations.

Based on the WWTP influent flow data, between 2016 and 2019, the average daily flow was 21.2 MGD (annual average) and the max day flow was 61.9 MGD.

The Property is serviced by an 8-in gravity sewer main in Hathaway Road that conveys flow easterly to the Hathaway Road pumping station. The terminal manhole is located opposite the existing Whaler's Inn and Suites, just east of the Property. There is no direct sewer line that services the Property.

The Hathaway Road pumping station conveys flow from the low-lying section of Hathaway Road via a 6-in transite force main to a sewer manhole at the high-point of Hathaway Road, approximately 2,100 feet east of the pumping station. The pumping station is located at 388 Hathaway Road, between the Irving gas station and the Sullivan's Ledge Superfund Site. The pumping station services the Sullivan's Ledge treatment facility and adjacent commercial and residential areas.

The Hathaway Road pumping station operates with a duplex dry pit pumping system (one duty/one standby) with two ABS dry pit pumps are equipped with 25 HP motors. The design flow is 1,026 gallons per minute (gpm) at a maximum head of 118 feet. Based on run time data from the pumps, for June 2021 the average daily flow was 239,400 gallons per day (gpd) and the maximum daily flow was 336,100 gpd.

Copies of the wastewater record drawings are attached in [Exhibit C](#) and incorporate herein.

### 3b) Infrastructure—Water:

The City owns and operates and water transmission, distribution, and treatment system. The City's Quittacas Water Treatment Plant (WTP), has a capacity of:

- » Approximately 300 miles of piping, valves, hydrants,
- » A 75-million gallon covered finished water reservoir,
- » An elevated storage tank with an approximate 350,000 gallon capacity, and
- » Two pumping stations.

The great pond reservoir system has been determined to have a safe yield of 27.5 MGD of which New Bedford is allocated 20.79 MGD based on its current Water Management Act permit.

The WTP utilizes a conventional treatment process including coagulation, flocculation, sedimentation, filtration and disinfection. Fluoride and chlorine are added after filtration, with the chlorine service as the primary disinfection. As water exits the plant, soda ash and lime are added to adjust the pH and Alkalinity for corrosion control and chloramines, are added as a boost for secondary disinfection.

Three transmission mains convey water to the City's system from the 75 million gallon finished water reservoir; two 36-in mains and a 42-in Prestressed Concrete Cylinder Pipe (PCCP) main installed in the late 1950s that parallels the proposed site. Available flow and pressures will vary depending on the water needs of the campus.

The Property is located in an area of the distribution system known as the Hathaway Road High Service Area. This area is serviced by the Hathaway Road storage tank (located directly adjacent to the proposed site) and the Durfee Street pumping station.

The Hathaway Road storage tank provides approximately 37.25-feet of vertical storage. The estimated volumes that are required for the Hathaway Road storage tank under existing conditions are as follows:

- » **Equalization Storage**—Equalization storage is typically estimated as 10 to 15 percent of the average daily demand. (ADD). Using demand data, the current ADD as about 0.90 MGD for the Hathaway Road high service zone. Conservatively using a volume of 15 percent of the ADD for the required equalization storage or about 0.15 MG (150,000 gallons). The tank currently provides the necessary volume for equalization storage and operates at an elevation to maintain a minimum of 35-psi throughout the service zone.

- » **Fire Protection Storage**—ISO requires a maximum needed fire flow of 3,000 gpm for a three-hour period in the Hathaway Road high service zone at the intersection of Parker Street and Hathaway Boulevard (near New Bedford High School). This equates to a required storage volume of 540,000 gallons for fire protection, which exceeds the total volume of the existing elevated storage tank.
- » **Emergency Storage**—The Durfee Street pumping station currently does not have automatic standby power on-site. Because the existing tank is inadequate for the needed fire protection storage, it currently provides no emergency storage for the Hathaway Road high service zone. The high service area can receive supplemental supply from the main service area through existing check valves, but not in sufficient volumes and pressures to properly augment existing storage volumes in the Hathaway Road high service area.

Based on the required fire protection volume alone (540,000 gallons), the Hathaway Road elevated storage tank is not sized to provide the needed fire protection to the Hathaway Road high service zone, both now and in the future. With insufficient storage in the high service area (350,000 gallons), water supply availability is jeopardized further when equalization storage is needed during high summer demand conditions. Also, given that the Durfee Street pumping station does not provide standby power, the City is left with no emergency storage in the Hathaway Road high service area.

The Durfee Street pumping station that supplies water to the Hathaway Road storage tank has two pumps—a 1,600 gallon per minute (gpm) and a 3,000 gpm. The pumping station takes suction from the 42-in PCCP transmission main.

The Property is serviced by an existing 12-in cast iron main installed in the 1960's. Typical domestic pressures within this main are approximately 45-psi. It has been determined that this pipe is undersized and cannot provide adequate fire flow.

### 3c) Infrastructure—Roadway:

The Property abuts Hathaway Road, which is a north south connector between Rockdale Avenue and Shawmut Avenue. The road provides access to Route 6 in the Town of Dartmouth, located approximately 1.5 miles south, and Route 140. Route 140 access is via a series of ramps located approximately 3,000-feet north of the site. A portion of Shawmut Avenue is located in the MassDOT Right of Way—starting at approximately the RT 140 overpass southerly for approximately 600-ft. Hathaway Road is classified as a Major Collector.

The roadway is a two-lane road with a 60-ft right of way and 44-ft of pavement. There is limited non-conforming bituminous concrete sidewalks on the south side of Hathaway Road. There are no ADA facilities within the vicinity of the Property.

The Southeastern Regional Planning and Economic Development District (SRPEDD) has several traffic counters in the vicinity of the project area:

- » MS2# 6329—RT 195 at Hathaway Road
- » Shawmut Avenue at RT 140 (Under)

SRPEDD's ATR and TMC traffic count data is available through the MassDOT's MS2 Transportation Data Management System.

### 3d) Infrastructure—Private:

In addition to the publicly owned utilities that service the Property, several privately owned utilities are in the vicinity of the Property including, but not limited to, electric (Eversource Electric), gas (Eversource Gas), telephone (Verizon), and cable/internet services (Comcast). OpenCape does have fiber optic lines in the City; however, they are not located adjacent to the Property. AT&T, Verizon, Sprint, and T-Mobile each have cellular signal coverage in New Bedford.

### 3e) Environmental

Environmentally sensitive areas are present in the vicinity of the Property. The site borders a Natural Heritage Endangered Species Program—Estimated Habitat of Rare Wildlife and Priority Habitats of Rare Species to the south. It is not anticipated that a project on the Property would require National Heritage review. Wetland areas also abut the Property. Wetlands protection permitting for specific structures will likely be required due to the proximity of buffer zones.

The adjacent Golf Course parcel, to remain in ownership by the City, is subject to an environmental activity and use limitation through grant of environmental restriction and easement (GERE), recorded at the Bristol County (Bristol.) Registry of Deeds in Book 11085 Page 272.

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The City has set forth above certain background information about the Property that the City has assembled from a variety of sources. While the City has no reason to believe that the information provided by the City in this RFP (including all attachments and supplements) are not accurate or complete, proposers are advised that the City makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. Each proposer must undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the Property, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Property and the development thereof, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the proposer's use of the Property. All costs and expenses of purchasing and developing the Property, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

## D. GOLF COURSE RELOCATION

The Property is currently the site of an 18-hole municipal golf course, known as the Whaling City Golf Course (the "Golf Course"). A portion of the Golf Course, with several holes, the club house, and the parking lot, are located on the Property. The remaining holes are situated on the abutting City-owned property located at 581 Hathaway Road (the "Abutting Property"). A golf operator, retained by the City, manages the Golf Course.

To address the concerns of those who view the Golf Course as a source of recreation and an important asset to the community, the City has committed to constructing a new club house and parking area on the Abutting Property before use of the existing Golf Course ceases and these amenities are demolished by the City on the Property.

Since the City expects to construct these amenities and re-create the 18 holes on the Abutting Property using proceeds from the sale of the Property, proposers are advised that the development of the Property will be coordinated with the construction and redesign of the Golf Course onto the Abutting Property. The City will use good faith efforts to minimize the impact of such relocation on the development of the Property, but close coordination with the successful proposer will be critical to allow the development of both the Property and the Abutting Property in tandem.


The foregoing provisions, and the coordination required between the City and the successful proposer, will be incorporated into a Land Development Agreement ("LDA") to be entered into the parties, which will govern the redevelopment of the Property after the closing.

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Proposers are advised to include in their proposal a schedule of development timeline demonstrating how the development of the Property will proceed in coordination with the City's reconfiguration of the Golf Course.







# 4

## Sale and Development of 100 Acre Property for Advanced Manufacturing Campus

### City's Objectives

The City of New Bedford's objective is to develop the Property into an ideal site for highly-skilled, first-rate advanced manufacturing campus with myriad complementary uses that will help make the Property and the City attractive to investors, businesses, employers, employees and residents. The Property, which has almost 100 acres and is relatively undeveloped, provides a blank landscape that can be uniquely tailored to the needs of one end-user, or to several end-users. Studies have shown that the Property can accommodate up to one million square feet of usable space.

The City's other objectives are to use the development of the Property as a catalyst for job creation and investment for the City of New Bedford and its citizens. The City envisions the development of the Property as opportunity for enhancement of the City's brand that will fit well with its architectural and cultural landscape.

#### A. PRICE

The City is interested in selling the Property at the highest possible price and has conducted an independent appraisal to guide its evaluation of the proposals. The successful proposer must have the financial wherewithal to pay the purchase price and undertake and successfully complete the development of the Property for the permitted uses.

It is the City's preference that the Property be purchased by the ultimate end-user or a user that is able to provide the City with a full lump-sum payment of the entire Property that is paid at closing. While not preferred, the City will consider proposals from developers who propose a base sales price at the time of proposal submission, but who will attract end-users by the end of the permitting period.

#### B. EXTENT OF DEVELOPMENT

The City will give preference to proposers who have well-developed plans for bringing to fruition the City's goal of transforming the Property into an advanced manufacturing campus.

Proposers are advised to discuss the scope of their development, in terms of whether the proposer has firm plans for the development of the entire Property or portions thereof; whether the proposer has letters of intent from the ultimate end-users of the Property; and whether the proposer has created a thoughtful, comprehensive plan for developing the Property to accommodate a range of businesses that enhance its overall attractiveness to businesses, investors, and residents.

## C. ECONOMIC REVITALIZATION

Based on the City's valuation of the Property, the City expects the development of the Property to contribute to the revitalization of the City's economy and bolster the City's ongoing efforts to advance its leadership position in offshore wind energy and other manufacturing sectors.

The development should create diverse forms of economic development that have the potential to also help catalyze other future developments outside the AMC—both in areas proximate to the Property and throughout the City. The development may also incorporate supporting uses, consistent with the zoning ordinance, so as to complement the manufacturing and other primary uses proposed for the Property.

## D. TAXES

The City will take into consideration the tax revenues generated by the development of the Property, including, without limitation, real estate and personal property taxes, meals tax, room tax, and other fees, charges, and revenues payable to the City that are attributable to the development. Proposers are advised to estimate the revenues to be generated by the Project.

The City prefers to sell the Property to end-users who are not tax-exempt and not dependent on local tax incentives such as tax increment financing and the like. Proposers should identify if any tenants or end-users anticipate entering into such agreements with the City.

## E. JOBS

One of the City's goals in conveying the Property is to provide job opportunities across a range of wage levels for New Bedford residents. It is expected that the development of the Property, with an emphasis on advanced manufacturing, will create a strong need for highly-skilled professionals, other positions related to production and administration, as well as a number of jobs associated with supporting uses. Proposers are advised to provide information on the number of construction jobs and permanent and part-time employees that the proposer is likely to employ and commit to hiring qualified New Bedford residents. Proposers are advised to consult the City's New Bedford Works policy in preparing jobs-related information for inclusion in the proposal. New Bedford Works is a series of guiding principles that emphasizes good faith, strong communication, and clear expectations between local government and developers/investors to help create economic opportunities for New Bedford workers and companies. The policy can be found at:

<https://nbedc.org/wp-content/uploads/2021/01/NB-Works-Guiding-Principles.pdf>

## F. REIMBURSEMENT OF CITY'S COSTS

Proposers acknowledge that the City will incur out-of-pocket costs and expenses to bring the development of the Property to fruition, including, without limitation, the cost of negotiating and finalizing the PSA and the LDA, assisting the developer in applying for permits and satisfying other conditions to closing, conveying the Property to the successful proposer, and in undertaking the construction and development of the Property, including the cost of consultants, attorneys', engineers, and related professionals (the "City's Costs"), which are separate and apart from any fees and/or other charges due to or required by local boards, agencies, commissions or other regulatory bodies having jurisdiction over the Property and/or to be paid by the successful to obtain any permits, licenses or approvals (the "Permit Costs").

The successful proposer agrees to pay or reimburse the City for all reasonable and actual City's Costs incurred on and from the date the successful proposer is designated as the preferred developer through the date that the Property is conveyed to said proposer. The provisions hereof shall be included in the PSA.

## G. NON-PRICE FACTORS

### 1. Design

One of the significant non-price criteria that the City will use to evaluate proposals is each proposer's vision of the Master Plan that will be developed pursuant to the AMC Ordinance. The City will rate proposers based on concept plans submitted by developers as part of their RFP submission package.

Proposers are advised to review and incorporate the design principles and standards set forth in the AMC Ordinance for buildings, yards, landscapes, and connections between private and public infrastructure, and prepare preliminary concept plans that pay careful attention to the design framework set forth in AMC Ordinance. The design standards and principles in the AMC Ordinance are intended to promote a campus that is physically attractive, makes the most of a highly visible hilltop setting, and integrates well with the surrounding pastoral landscape.

### 2. Climate Change Resiliency

New Bedford has developed a vision to establish itself as a thriving, self-sustaining city that is physically, culturally, and economically secure and ready to implement innovative approaches to preparing for tomorrow's possibilities. The City's goals can be found in the City's climate action and resilience plan, NB Resilient @ <https://nbresilient.com/home>

Project proponents should consider how changes in climate and environmental conditions will affect the proposed project's environmental impacts, including greenhouse gas emissions, the survivability, integrity, and safety of the proposed project and of its inhabitants, and ways by which to avoid, eliminate, or mitigate any adverse impacts including how the project will contribute to the City's goals.

Project proponents should incorporate climate change mitigation, preparedness, and resiliency strategies into all relevant components of the physical project, including building, site, infrastructure, transportation, environmental protection, urban design, landscape, sustainable development, historic resources, and wetlands.

### 3. Extent of Development

The City will give preference to proposers who are able to provide a schedule for the full development and utilization of the entire Property, including in their proposal the proposed uses to be located on the Property, the location of such uses, and the proposed development schedule. Proposers will be rated on the comprehensiveness of their development and design plans.

### 4. Promotion of the City's Brand

The City will also consider the extent to which the development of the Property will protect and promote the City's visibility as a center for advanced manufacturing and the range of brand-name companies that will locate to the City, adding to the City's economic revitalization and name recognition. Proposers are advised to obtain sale or leasing commitments from "anchor" tenants or buyers prior to submitting their proposals. Proposers are also advised to consider the manner in which they will provide amenities on the Property.





# 5

Sale and Development of  
100 Acre Property for  
Advanced Manufacturing Campus

## Selection Process and Submission Requirements

### A. EVALUATION OF PROPOSALS

All proposals submitted in response to this Request for Proposals will be opened simultaneously in public and reviewed by an Evaluation Committee consisting of some of the members of the City Council Committee on City Property (the "Council Committee") and other boards, commissions, and/or City staff. The Evaluation Committee will screen each proposal to ensure that all submittals required by the Request for Proposals are included and that the proposal meets the Minimum Evaluation Criteria set forth below.

The Evaluation Committee then will rate each proposal that is complete and meets the Minimum Evaluation Criteria against each of the Comparative Evaluation Criteria set forth below as Highly Advantageous, Advantageous, and Not Advantageous or Unacceptable. The Evaluation Committee shall state in writing the basis for each such rating. Thereafter, the Evaluation Committee shall rate each proposal in its entirety as Highly Advantageous, Advantageous, Not Advantageous or Unacceptable, and state in writing the basis for each composite rating.

The Evaluation Committee shall make its recommendation to the Council Committee after all qualified proposals have received a composite rating and the Evaluation Committee has reviewed the price proposals to determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration the price of the Property and the other Comparative Evaluation Criteria set forth in this RFP. Proposers may be invited to interviews and/or deliver an oral presentation, and/or provide supplemental written materials before the Evaluation Committee and/or the Council Committee and answer questions regarding their respective proposals. Failure to comply with this request may result in a rejection of the proposal at issue. The right to an interview does not automatically extend to all whose proposals are accepted for review but is granted in the sole discretion of the City. The Council Committee will authorize the Mayor to negotiate with the successful proposer.

The City of New Bedford shall enter into the Purchase and Sale Agreement ("PSA") for the sale of the Property with the proposer determined to have submitted the most advantageous proposal substantially on the terms set herein.



The City may cancel this RFP, reject in whole or in part any and all proposals, or refuse to enter into a PSA for the Property, if the City determines that such cancellation, rejection or refusal serves the best interests of the City.

## **B. EVALUATION CRITERIA**

Each proposal must be sufficiently detailed and contain sufficient information to permit the Evaluation Committee to qualify it as responsive and responsible under the Minimum Evaluation Criteria and rate it as Highly Advantageous, Advantageous, or Not Advantageous or Unacceptable under the Comparative Evaluation Criteria, both of which are set forth below. The City strongly recommends that proposers review the Comparative Evaluation Criteria to inform their discussion of their proposal and to provide the City with the information required for the City to determine which proposal best meets the criteria set forth herein.

### **1. Minimum Evaluation Criteria**

Each proposal must comply with a variety of submission requirements before the Evaluation Committee can proceed with a qualitative evaluation of it under the RFP's Comparative Evaluation Criteria. These submission requirements are generally referred to as "Minimum Evaluation Criteria" and are used to determine if the proposal is responsive to the RFP and submitted by a responsible party. The Committee will consider a proposal as being responsive and responsible if it meets the following Minimum Evaluation Criteria:

#### **1a) Submission of Proposals Format**

Each proposal, containing one (1) original and seven (7) copies, shall be submitted in a sealed envelope, clearly marked "Proposal for Advanced Manufacturing Campus" on the outside front cover, shall be submitted to the City no later than **[INSERT TIME AND DATE]** at the Office of Purchasing, New Bedford City Hall, 133 William Street, Room 203, New Bedford, MA 02740. Specifically, the non-price proposal should be developed in two basic sections, each to be submitted in a separate binder clearly marked: (1) Qualifications; and (2) Site Development Proposal. Each page of the proposal must be numbered consecutively from the beginning of the response through all appended material. The name of the developer shall be marked on the front cover of the proposal.

#### **1b) Required Forms**

Each proposal must contain the following signed documents:

1. Cover Letter
2. Bid Security (\$50,000.00)
3. Price Proposal Form (Attachment A)
4. Tax Compliance Certification (Attachment B)
5. Certificate of Non-Collusion (Attachment C)
6. Disclosure of Beneficial Interests in Real Property Transaction (Attachment D)
7. Certificate of Authority (Attachment E)

- 8. Corporate Vote (Attachment F)
- 9. Acknowledgment of Solicitation Requirements (Attachment G)
- 10. Tax Status and History Disclosure (Attachment H)

#### 1c) Statement of Developer's Qualifications

A detailed description of the proposer and its development team that illustrates the proposer's qualifications to develop the Property and fulfill the requirements of this RFP.

- » The name, address and telephone number of the proposer and the name and contact information of any representative authorized to act on the proposer's behalf.
- » If the proposer is not an individual doing business under his/her name, a description of the firm and the legal status of the organization (e.g., whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business.
- » Identification of all principals, partners and/or co-venturers participating in the development of the Property, and the nature and share of participants' ownership in from the Project.
- » Identification of the development team, such as a development manager, architects, engineers, consultants, attorneys, lenders and investors, and development consultants, that will be involved in the development of the Property, a description of the responsibility of each key team member, and a description of the skills of each member in their respective area of development. Include resumes for principals and employees expected to be assigned to the project.
- » A summary of first, the developer's, and secondly, the development teams' experience individually and collectively, and with similar projects. Particular attention should be given to demonstrate experience with at least 3 projects that demonstrate the developer's ability and experience to undertake projects of similar scale and complexity, including campus-style developments and the development of master plans to accomplish their development objectives. Proposer should describe such projects and the development, the public process involved, the design of such projects and the financing sources used, and demonstrate their ability to perform as proposed and to complete the development of the Property in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design and construction. The following format should be used to submit the information for each project presented: (a) Project Name, Project Location, Project Type, Project Scope, Start Date, Projected completion date and Actual Date of Completion, Total Development Costs, and (b) Narrative on why the project is similar and why such experience is relevant to the proposed development project.
- » Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the proposer's (or its principals' or any affiliates').
- » Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.
- » Provision of at least three (3) references with contact names, title and current telephone numbers who can provide information to the City concerning the proposer's experience with similar projects.

#### 1d) Site Development Proposal

Each proposer is to describe its development plan for the Property in detail. Proposers are encouraged to review the Comparative Evaluation Criteria below and submit information to address each criterion set forth therein.

Each proposal shall include at least the following information/materials:

- » Each proposer should describe whether the proposer intends to develop the use of the Property itself or if the proposer will locate end users, and the nature and/or identity of end-users, and whether the proposer or end-users are tax-exempt and/or expect to enter into local tax incentive agreements with the City. The City will give a preference to developers who have “anchor” purchasers or tenants who have entered into letters of intent with the developer, are not exempt from taxes and do not wish to avail themselves of tax incentives.
- » A description of the proposer’s vision for the Property, including improvements to be constructed on the Property, the location of the improvements, the types and approximate proportions of different uses, approximate total development density, and the general urban design principles that will govern the master planning.
- » A description of the proposed use of the Property, taking into consideration the classification of uses set forth in the AMC Ordinance of Class A, Class B, and Class C uses. The City will give preference to proposers who have well-developed plans to develop the entire Property.
- » Characterization of the proposed private development in terms of uses, target markets, potential or committed tenants (including level of interest or commitment), price point, design concept, style, quality level, materials, or other that would give the City a better understanding of the character of the project.
- » A description of the proposed development strategy, including the nature and extent of the proposer’s role and a description of how and by whom the development plans will be implemented.
- » A proposed timeline and milestones for all other phases of the development, beginning with the execution of the PSA between the City of New Bedford and the proposer, the closing and entering into the LDA with the City, and culminating with full build-out and occupancy.

#### 1e) Preliminary Development Plans

Proposers are advised to submit preliminary concept plans of the eventual Master Plan that will be developed in coordination with the New Bedford Planning Board and to describe how their concept plans address the design principles and standards set forth in the AMC Ordinance.

- » The proposal shall include a Land Use Plan and a narrative that describes the proposed project, including the proposed uses, number of buildings, total square footage, building heights and massing, amenities, parking, open space, community uses, and other site features.
- » The proposal shall specify any anticipated request for zoning relief, zoning amendments, and any other permitting requirements.
- » The proposal shall include schematic floor plans and/or elevations to illustrate the proposer’s intent and use of the Property.
- » The proposal shall include 3-D renderings of the site as shown from the following locations:

- Interstate I-195
  - Hathaway Road
  - A minimum of three additional renderings to show how the development meets the requirements of the City's AMC Ordinance.
- » The proposal shall include schematic site plan(s) (scale of 1"=40') indicating planned site improvements, utility locations, open space, site access, easements, right of way, and lot lines. This should include the Site entrance, interior roadway configurations, as well as pedestrian and bicycle access and pathways. At the completion of the project, it is expected that the right of way and utilities within the right of way and easements shall be turned over to the City. As such, utilities shall be designed in accordance with City standards and additional standards as noted below. The Developer shall also be responsible for following the City of New Bedford Subdivision Rules and Regulations which shall include the acceptance of the street at the completion of the work.
- Based on the projected fire flow and system pressure needs, indicate the need for a special water booster station and/or water storage tank to supply the Property. Developer shall provide information on how he/she intends to provide water service to the site. Connection to the 42-in PCCP main may be considered only with a detailed plan on how the developer intends to complete the connection which is subject to City review and approval. System shall be designed to meet appropriate ISO requirements.
  - All stormwater designs shall be done so in accordance with MassDEP and City of New Bedford Stormwater Management Standards. Use of the City's existing stormwater management system is not allowed. All stormwater flows shall be handled on site.
  - Developer shall provide anticipated water and sewer use for the site including average day, max day, and peak hour.
  - Developer will provide information on how he/she intends to provide sewer service to the Property. All sewer designs shall be done so in accordance with TR-16 and MOP FD-5 (latest edition including all addenda).
  - Low pressure sewer system(s) shall not be allowed. If a pumping station is needed, it shall be a dry pit submersible system. Controls and natural gas generator housed in a building appropriate and in conformance with the AMC Ordinance, with a separate wet well housing submersible chopper style Flygt pumps and valve vault with flow meter. Final design to be approved by the City of New Bedford. TR 16 and MOP FD-4 standards shall be followed for the pumping station design.
- » A description of any green technologies and sustainable design planned for the project.
- » A description of the impacts to existing City owned utilities resulting from the proposed full build out development.
- » A plan(s) (1"=40') showing any offsite improvements needed to upgrade existing City utilities to support the development. At a minimum, the following offsite improvements shall be completed:
- A traffic capacity analysis shall be completed under existing and future full build out conditions. An assessment and proposed mitigation measures, based on projected increase in traffic volumes, impacts to Hathaway Road from Rockdale Avenue to Shawmut Avenue shall be provided. An indication as to the need for traffic signals at RT 140 north bound ramp, RT 140 south bound ramp, the entrance to the new development and at Rockdale Avenue shall be assessed. Traffic signals and equipment shall be in conformance with City standards.
  - Proposed improvement to Hathaway Road including but not limited to sidewalk improvements, ADA access improvements, pavement repairs, and roadway striping in Hathaway Road to address increased traffic volumes.

- An assessment, based on projected sewer flows, as to the need to upgrade or extend the existing gravity sewer in Hathaway Road to provide sewer service to the proposed development. Proposed mitigation measures shall be provided. At a minimum, the existing sewer line from the development to the Hathaway Road pumping station shall be CIPP lined and sewer manholes epoxy lined.
- An assessment, based on the projected sewer flows, as to the need to replace the Hathaway Road pumping station and force main. Mitigation measures shall be provided. Final station design shall be contingent upon City approval; however, if the station does need to be replaced, the upgrade shall include dry pit submersible Flygt chopper pumps in a dedicated wet well, a control cabinet with controls, flow meter, and a natural gas generator. TR 16 and MOP FD-4 standards shall be followed for the pumping station design.
- » A description and detailed timeline of the planning and design process, including community outreach.
- » Detailed development schedule for all elements of the plan, including key milestones, financing benchmarks, and projected completion / occupancy timeframes.
- » Outline of required land use, environmental, operational, and other governmental or regulatory approvals, including land use, zoning, development and environmental permits. The Proposer should provide a schedule for securing approvals as part of the proposal. The Proposer should note whether the project will comply with the Zoning Ordinance and, if not, what variances, special permits or modifications are required.

#### **1f) Description of Other Project Benefits**

Proposers need to describe not only the price for the Property but also other economic benefits owing from the development of the Property.

- » An outline of the proposer's commitment to meet municipal needs and provide public benefits beyond improvements designed solely to serve the development of the Property. Possible contributions might include a commitment make roadway improvements and other public infrastructure improvements, such as transportation and/or beautification of public areas within and adjacent to the Property.
- » A projection of jobs anticipated to be created as a result of the redevelopment of the Property and the proposer's commitment to utilize local workforce and labor in the construction and operation of the Property.
- » An analysis of the potential tax revenues generated by the proposed development. As with purchase price, as considered appropriate, the City shall evaluate property tax revenues (as may be adjusted for fiscal costs) in a net present value analysis accounting for timing and risk. The greater the value of the tax revenues (after accounting for any adjustments, timing, and risk), the more favorably the proposal will be considered.



### 1g) Financing

One of the key components of each proposer's submission is a description of the proposer's financial ability to purchase the Property and develop an advanced manufacturing campus on the Property. Each proposer should describe the following:

- » A detailed development budget, including all hard and soft costs and pro-forma financial projections.
- » A detailed description of the source of its project financing and any financing contingencies associated with the proposal. Evidence may include a financial statement or letter from the prospective lender indicating the developer's ability to fund. Audited annual financial statements for the past three (3) fiscal years consisting of a Balance Sheet and Income Statement prepared by an independent certified public accountant according to generally accepted accounting principles. Include the name and address of the accountant who performed the audit.
- » A statement as to whether the proposer, any affiliated companies, principals, officers, partners, or investor holding in excess of a 50% interest in the entity has filed for bankruptcy or been adjudged bankrupt, either voluntarily or involuntarily, within the past five years and if there has been any such bankruptcy, the date thereof and the name and address of the company or individual involved therein.

# 6

## Sale and Development of 100 Acre Property for Advanced Manufacturing Campus

### Comparative Evaluation Criteria

The Evaluation Committee will use the following Comparative Criteria to evaluate proposals. Proposers are advised to refer to these Comparative Criteria when preparing their proposals and submit sufficient information under each category to permit the Evaluation Committee to fairly and responsibly rate the proposals.

Development Team	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
<b>1. Price and Payment</b>	Price is above the fair market value of the Property and the full price is paid at closing.	Price is equal to the fair market value of the Property, and/or the bulk of the purchase price is paid at closing, with small payments made shortly thereafter	Price is below the fair market value of the Property and or purchase price is paid after the closing and/or contingent on developer locating end-users	Price is considerably lower than the fair market value of the Property and/or the price will be paid well after the closing
<b>2. Total Size of Project Investment</b>	Proposer and partners intend to invest more than \$50 million for the overall project.	Proposer and partners intend to invest between \$20 million to \$50 million for the overall project.	Proposer and partners do not intend a significant investment in the project.	Proposer and/or partners do not intend to make any investments in the project.

Development Team	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
<b>3. Experience with Large-scale Industrial/ Commercial Development Projects (500,000–1,000,000 square feet)</b>	Includes 3 or more examples of large-scale (between 500,000–1,000,000 square feet) industrial and commercial developments that have been developed using Master Plans by the project team.	Includes at least 2 or more examples of a medium-scale (between 200,000–500,000 square feet) commercial development projects completed by development team.	Does not include examples of any large-scale or medium-scale projects completed by development team.	Does not include any examples of past projects
<b>4. Implementation Strategy</b>	Proposers will complete all phases of the development process, including construction and leasing/sales, and who have a comprehensive plan of developing the entire Property.	Proposer will not develop the Property itself, but has a well-thought out strategy for developing a major part of the Property.	Proposer will not develop the Property itself and does not have an implementation strategy for development of the Property.	Proposal does not describe the proposed implementation strategy
<b>5. Financial Capacity to Purchase and Develop Property</b>	No financing contingency, or firm financing commitments provided by reputable institutional lenders	Letters of support from reputable institutional lenders	Letters of support from and/or firm commitments from non-institutional lenders	No letters of support or commitments

Development Team	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
<b>6. Feasibility of Proposed Project</b>	A proposed based on assumptions, analyses, and strategies consistent with the realities of the marketplace and best development practices, as supported by compelling analysis and comparable experience and/or significant pre-leasing, pre-sale, or financing commitment and lacking any fatal flaws or factors that would indicate a high risk of an inability to be successfully realized in a reasonable timeframe.	A proposal based on assumptions, analyses, and strategies that are reasonably consistent with the realities of the marketplace (perhaps moderately speculative) and sound development practices as supported by reasonable analysis and comparable experience, possibly supplemented by some pre-leasing, pre-sale, or financing commitment; and lacking any fatal flaws or factors that would indicate a very high risk of an inability to be successfully realized in a reasonable timeframe.	A proposal that is flawed in terms of at least one or more of the following: based on assumptions, analyses, and strategies that are inconsistent with the realities of the marketplace (or overly speculative) and/or unsound development practices; not supported by reasonable analysis and comparable experience, or significant pre-leasing, pre-sale, or financing commitment; and having either fatal flaws or factors that would indicate a very high risk of an inability to be successfully realized in a reasonable timeframe.	A proposal that is based on erroneous assumptions, contrary to market realities and/or speculative, and very unlikely to be realized.
<b>7. Proposed Transaction Terms</b>	Proposal is for a direct and immediate acquisition with no conditions beyond those agreed to by the City of New Bedford in this solicitation	Proposal is for the immediate acquisition of a major portion of the Property with some conditions beyond those agreed to by the City in this solicitation.	Proposal is not for a direct and immediate acquisition with no conditions beyond those agreed to by the City of New Bedford in this solicitation	Proposal is for the eventual acquisition and development of the Property and/or on conditions unacceptable to the City.
<b>8. Likelihood to Complete the Project in a Timely Manner</b>	Proposal illustrates the development team's ability to complete the project within 3–4 years of executing a purchase and sales agreement and incorporates a commitment to do the same.	Proposal illustrates the development team's ability to complete the project within 4–5 years of executing a purchase and sales agreement and incorporates a commitment to do the same	Proposal does not illustrate the development team's ability to complete the project within 7–8 years of executing the purchase and sales agreement	Information provided is not sufficient to make a determination.



Development Team	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
<b>9. Job Creation Commitment</b>	Proposer commits to the creation of a maximum number of highly skilled permanent full-time jobs and commits to hiring local work force for the construction of the project as part of the development of the Property.	Proposer commits to the creation of a mix of permanent jobs and part time construction jobs as part of the development and commits to hiring local work force for the construction of the project.	Proposer does not commit to the creation of many jobs and/or does not commit to hiring local work force for any part of the development of the Property	Proposer does not commit to the creation of permanent full time or temporary part time jobs as part of the development plan.
<b>10. Promotion of the City's Brand</b>	Proposer develops a unique brand for the campus, which is sensitive to, and reflective of the City's existing branding, including selecting a formal name. Proposer has the commitment of brand-name companies.	Proposer has developed conceptual ideas for branding of the campus. Some brand name companies have committed.	Proposer's branding is inconsistent with City's branding and local culture. No brand name companies have committed.	No branding is submitted.
<b>11. Golf Course Coordination Strategy</b>	Proposer agrees to collaborate closely with the City to demolish the Golf Course amenities on the Property and transition the Golf Course onto the Abutting Property and has built flexibility in its development schedule to allow the City to make the Golf Course transition seamlessly while the proposer makes substantive progress on its development goals	Proposer agrees to collaborate closely with the City's efforts to transition the Golf Course onto the Abutting Property and some flexibility in its development schedule to give the City some time to re-create the Golf Course	Proposer does not anticipate the coordination required or does not have flexibility built into its development schedule	Proposer does not address coordination issues

Development Team	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
<b>12. Design and Master Planning Skills</b>	Resumes of key individuals on the proposed design team demonstrate through experience and examples of past completed projects that they possess experience and expertise in design and master planning.	Narrative and other written material asserts that the design team possess experience in urban design and master planning, but without presenting any examples	Little or no narrative on design team's experience.	Information provided is not sufficient to make a determination.
<b>13. Experience Working with Municipalities</b>	Proposal includes at least 3 strong letters of reference from municipal officials in communities where the development team has previously worked.	Proposal includes at least 2 strong letters of reference from municipal officials in communities where the development team has previously worked.	Narrative and other written material assert this prior experience in working with municipalities but without corroboration from municipal partners.	Information provided is not sufficient to make a determination.
<b>14. Resiliency</b>	The project is transformational in improving resilience and incorporates climate change mitigation, preparedness, and resiliency strategies into all relevant components of the physical project.	The project includes certain resilience-building activities and reduces identified vulnerabilities.	The project is a development project that increases local incomes or provides improved infrastructure.	The project does not include resilience or sustainability into its project
<b>15. Familiarity with Regional Development Climate</b>	Proposal includes a description and resumes of key individuals on the proposed development team with extensive experience that demonstrates an understanding of applicable development market in New England.	Proposal includes a description and resumes of key individuals on the proposed development team with experience that demonstrates an understanding of applicable development market in New England.	Proposal includes a description and resumes of key individuals on the proposed development team with limited, or no experience that demonstrates an understanding of applicable development market in New England.	Information provided is not sufficient to make a determination.



# 7

## Sale and Development of 100 Acre Property for Advanced Manufacturing Campus

### Proposed Sales Terms

The City shall enter into a mutually satisfactory purchase and sale agreement with the successful proposer ("Buyer") on terms that are substantially similar to the terms of sale set forth herein (the "PSA") within 60 days from the award of the sale to the Property.

#### A. PURCHASE PRICE

The City is interested in conveying the Property at its highest fair market value and to a developer that best accomplishes the objectives of the City. While price is not the only criterion that will be used to evaluate proposals, it is nevertheless a significant factor, and proposers are strongly encouraged to offer more than the fair market value of the Property, particularly given its significant development potential. The full purchase price, less customary adjustments, shall be paid at closing by wire transfer.

#### B. DEPOSIT

Buyer has paid a bid security in the amount of \$50,000.00 (the "Bid Security"), half of which will be non-refundable, used to reimburse the City for the cost of preparing this RFP and in negotiating the PSA with the successful proposer (the "City Fee"); the remaining half of the Bid Security (the "Refundable Security") shall be credited to the purchase price. At the execution of the PSA, Buyer shall pay a deposit that, with the Refundable Security, shall equal 7% the total purchase price (the "Deposit").

The Deposit shall be held in escrow by the City Solicitor, as escrow agent, in a non-interest bearing account on deposit with a federally-insured financial institution, subject to the terms of the PSA, and shall be duly accounted for at the time for performance of the PSA. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under the PSA pending instructions mutually given by Seller and Buyer.

#### C. PLANS

If the deed to the Property refers to a plan necessary to be recorded therewith, Buyer shall, at its sole cost and expense, prepare a survey plan acceptable to the City in form adequate for recording or registration.

## **D. EXTENSION TO CURE DEFECTS**

If the City is be unable to convey good and clear record and marketable title to the Property, free and clear of easements that may materially interfere with Buyer's use of the Property, then any payments made under the PSA (except the Bid Security) shall be forthwith refunded and all other obligations of the parties hereto shall cease and the PSA shall be void without recourse to the parties hereto, unless the City elects, in its sole discretion, to use reasonable efforts to remove any defects in title, in which event the City shall give written notice thereof to Buyer at or before the time for performance hereunder, and the closing shall be extended for a reasonable period of time. The City's obligations hereunder are subject to the availability and appropriation of funds to fulfill the City's obligations hereunder. If, at the expiration of the extended time, the City shall have failed so to remove any defects in title, as herein agreed, then any payments made under the PSA (except the City Fee) shall be forthwith refunded and all other obligations of the parties hereto shall cease and the PSA shall be void without recourse to the parties hereto.

## **E. PRO FORMA TAXES**

A payment in lieu of taxes shall be paid in accordance with G.L.c.44, §63A, as of the day of performance of the PSA and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed. Said payment is to reimburse the City for taxes that would have otherwise been owed had the Property been a taxable parcel at the time of the closing.

## **F. REIMBURSEMENT OF THE CITY'S COSTS**

Buyer acknowledges that the City will incur out-of-pocket costs and expenses to bring the development of the Property to fruition, including, without limitation, the cost of negotiating and finalizing the PSA and the LDA, assisting buyer in applying for permits and satisfying other conditions to closing, conveying the Property to the Buyer, and in undertaking the development of the Property, including the cost of consultants, attorneys', engineers, and related professionals (the "City's Costs"), which are separate and apart from any fees and/or other charges due to or required by local boards, agencies, commissions or other regulatory bodies having jurisdiction over the Property and/or to be paid by the successful to obtain any permits, licenses or approvals (the "Permit Costs"). The Buyer agrees to pay or reimburse the City for all reasonable and actual City's Costs incurred on and from the date the successful proposer is designated as the preferred developer through the date that the Property is conveyed to the proposer.

Buyer agrees to pay \$50,000 into a gift account held by the City upon the execution of the PSA, which account shall be replenished every quarter (or sooner, if funds fall under \$15,000), within 30 days of the presentment of invoices provided to Buyer. The payment of the City's Costs is non-refundable, and Buyer's obligation to pay the same shall survive the termination of the PSA.

## **G. CITY'S PRECONDITIONS TO CLOSING**

The conveyance of the Property to Buyer is contingent upon the satisfaction of the following conditions:

1. City Council Vote. The New Bedford City Council shall have authorized the conveyance of the Property on the terms set forth in the PSA, with approval of the Mayor.



2. Financing. Buyer has obtained sufficient funds to design, construct, and operate and maintain the Project (the "Financing"), such as firm project financing commitments, including, but not limited to, construction loan commitments, and/or permanent loan commitment from institutional lenders, and/or public or quasi-public entities, for amounts reasonably satisfactory to the City, and, prior to or simultaneously with the execution and delivery of the deed to the Property, Buyer shall close on project financing, whereby Buyer shall receive funds from institutional lenders and/or public or quasi-public entities in amounts reasonably satisfactory to Buyer and the City to complete the Project. The City's obligation to convey the Property to Buyer is contingent on the Buyer having the Financing required hereunder.
3. Permits. Buyer has obtained any and all permits required for the development of the Property, including, without limitation, a Master Plan approved by the Planning Board under the AMC Ordinance, on terms reasonably acceptable to Buyer.
4. Ultimate Owners and/or Tenants. If Buyer is not the ultimate and sole end-user of the Property, Buyer has secured firm commitments to sell and/or lease from "anchor" buyer or tenants who propose to purchase or lease a major portion of the Property from viable third parties having the financial wherewithal to develop their portions of the Property.
5. Reimbursement of City's Costs. Buyer shall have fully reimbursed the City for the City's Costs on or prior to the Closing Date.

## **H. BUYER'S DEFAULT; DAMAGES**

If Buyer shall fail to purchase the Property within the time set forth herein, all deposits made by the Buyer shall be retained by the City as the City's sole and exclusive remedy at law and equity for Buyer's breach of the PSA. The parties acknowledge and agree that the City has no adequate remedy in the event of Buyer's default under the PSA because it is impossible to exactly calculate the damages which would accrue to the City in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to the City in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section. Notwithstanding the foregoing, the deposit paid under the PSA (except the City Fee) shall be refunded in the event that the City breaches its obligations under the PSA.

## **I. DUE DILIGENCE PERIOD**

From the date that the PSA is signed to a date that is ninety (90) days therefrom (the "Inspection Period"), Buyer and its agents shall have the right (with notice given to the City at least forty-eight (48) hours' in advance, which may be notice solely by electronic mail) and subject to the City right of possession and use, at Buyer's sole cost and expense and at Buyer's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Buyer shall deem necessary or appropriate, including, without limitation, appraisals, engineering studies, environmental studies and underwriting analyses; provided, however, that in no event shall Buyer or its agents or representatives conduct any physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, "Physical Testing"), without the City's prior written consent, which consent shall not be unreasonably withheld.

In the event Buyer desires to conduct Physical Testing of the Property, then Buyer shall submit to the City, for the City's approval, a written detailed description of the scope and extent of the proposed Physical Testing, which approval not be unreasonably withheld. In the event Buyer elects to terminate the PSA as a result of its inspection of the Property and sends written notice hereof to the City prior to the expiration of the Inspection Period, the Deposit shall be returned to Buyer and the PSA shall terminate and be of no further force and effect other than the Surviving Termination Obligations. Buyer shall reimburse the City for the City's Costs accrued prior to the termination.

In no event shall the City be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property recommended by any Physical Testing. After making such tests and inspections, Buyer agrees to promptly restore the Property to substantially the same condition in which the Property was found prior to such tests and inspections (which obligation shall survive the termination of the PSA). Prior to Purchaser entering the Property to conduct the inspections and tests described above, Buyer shall obtain and maintain, at Buyer's sole cost and expense, and shall deliver to the City evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and maintain, and, upon request of the City, shall deliver to the City evidence of, the following insurance coverage: commercial liability insurance, from an insurer reasonably acceptable to Seller, in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence (\$2,000,000.00, in the aggregate), together with umbrella coverage of at least Two Million and No/100 Dollars (\$2,000,000.00), such policy to name the City as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or its agents, employees or contractors in connection with such inspections and tests. The City shall have the right, in its discretion, to accompany Buyer and/or its agents during any inspection.

## **J. CONDITION OF PREMISES**

Buyer expressly acknowledges and agrees that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in the PSA. Buyer represents and warrants that it or its agents has been given the right to conduct a full inspection of the Property, and based upon Buyer's investigation, Buyer is aware of the condition of the Property and will accept the Property in their "AS IS" condition.

Buyer acknowledges that the City has no responsibility for, and, if Buyer purchases the Property, Buyer shall release the City from, any and all claims, demands, obligations, costs, loss or damage, causes of action, legal or administrative proceedings, liabilities, penalties, fines, liens, judgments, or expenses whatsoever (including, without limitation, attorneys' fees and costs), relating to hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Property or for any other environmental condition of the Property, and shall defend, indemnify the hold harmless the City from any and all losses, damages, costs, claims, fines, expenses and liabilities relating to the foregoing. The provisions of this Section shall survive delivery of the deed.

## K. COOPERATION

The City agrees to use reasonable efforts to assist the Buyer in obtaining, at Buyer's sole cost and expense, any and all permits, licenses, and authorizations required by any governmental authorities with respect to the construction and/or the operation of the Project, but the Buyer acknowledges that the City has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

## L. BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants that:

1. The funds comprising the Purchase Price to be delivered to the City in accordance with the PSA are not derived from any illegal activity.
2. Buyer has taken all necessary action to authorize the execution, delivery and performance of the PSA and has the power and authority to execute, deliver and perform this contract and the transaction contemplated hereby. The person signing the PSA on behalf of Buyer is authorized to do so. The PSA and all obligations of Buyer thereunder are the legal, valid, and binding obligations of Buyer, enforceable in accordance with the terms of the PSA, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
3. The execution and delivery of the PSA and the performance of its obligations hereunder by Buyer will not conflict with any provision of any law or regulation to which Buyer is subject or any agreement or instrument to which Buyer is a party or by which it is bound or any order or decree applicable to Buyer, and will not result in the creation or imposition of any lien on any of Buyer's assets or property which would materially and adversely affect the ability of Buyer's to carry out the terms of the PSA. Buyer has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery or performance by Buyer of the PSA.
4. Buyer is an entity that has been duly organized and is in good standing under the laws of the state of its formation.
5. To Buyer's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this contract.
6. Buyer is not, and is not acting directly or indirectly for or on behalf of any, person, group, entity or nation named by Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control and the Buyer is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity or nation.
7. The representations and warranties of Buyer set forth herein are made as of the date of the PSA and are restated as of the Closing and shall survive the Closing for a period of five (5) years.

## **M. ASSIGNMENT**

The Buyer shall not assign or otherwise transfer the PSA or its rights thereunder without the prior written consent of the City, which consent may be withheld in the City's sole discretion. No permitted assignment of the City's rights under the PSA shall be effective against the City unless and until an executed counterpart of the instrument of assignment shall have been delivered to the City and the City shall have been furnished with the name and address of the assignee. The term "Buyer" shall be deemed to include the assignee under any such effective assignment.

## **N. COPIES OF REPORTS**

As additional consideration for the transaction contemplated herein, Buyer agrees that if it terminates the PSA other than due to a City default, it will provide to the City, within ten (10) business days following a written request therefor, copies of any and all third (3rd) party reports, tests or studies relating to the Property obtained by Buyer, including but not limited to those involving environmental matters. Notwithstanding any provision of the PSA, no termination of the PSA, other than a termination because of a City default, shall terminate Buyer's foregoing obligations.

## **O. LAND DEVELOPMENT AGREEMENT ("LDA")**

The City expects to convey Property subject to a Land Development Agreement ("LDA") that the parties shall execute at the closing and record immediately after the recording of the deed and prior to any mortgages or other liens and encumbrances. Said LDA shall govern the development of the Property post-closing, including, without limitation, the coordination of the development of the Property with the City's relocation of the Golf Course onto the Abutting Property. The LDA may also require: (a) Buyer to obtain the City's prior written approval of detailed project plans and specifications showing the improvements to be constructed on the Property, which consent shall not be unreasonably delayed or withheld, (b) Buyer shall construct the improvements substantially in compliance with the approved plans and specifications and the time within which construction on the project must commence and be substantially completed, (c) specify the off-site improvements to be made or financed by the Buyer, and (d) financial assurances that Buyer shall complete the development of the Property, among other terms.

AWARDING AUTHORITY:  
CITY OF NEW BEDFORD  
City Council Property Committee  
133 William Street  
New Bedford, MA 02740





# 8

Sale and Development of  
100 Acre Property for  
Advanced Manufacturing Campus

## Instructions to Proposers

### A. AVAILABILITY OF REQUEST FOR PROPOSALS

The Request for Proposal may be obtained and/or examined on or after [INSERT TIME AND DATE] by visiting the City of New Bedford webpage at [newbedford-ma.gov/Purchasing](http://newbedford-ma.gov/Purchasing) or by emailing [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov).

### B. PRE-SUBMITTAL MEETING AND SITE VISIT

A Non-Mandatory Pre-Submittal Meeting and Site Visit has been scheduled for [INSERT TIME AND DATE] at City Hall, 133 William Street, New Bedford, MA 02740. After the Pre-Submittal meeting a Site Visit will take place at [INSERT TIME AND DATE] at 581 Hathaway Road, New Bedford, MA 02740. Questions concerning this RFP must be submitted in writing via delivery or email to: [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov), on or before [INSERT TIME AND DATE]. Questions will be answered via Addendum emailed to all Proposers on Record as having received the RFP, as well as posted publicly on the City's website on the Purchasing page. Proposers are encouraged to familiarize themselves with the site prior to preparing their proposals. After the Pre-Submittal Meeting, a Site Visit will be held at [INSERT TIME AND DATE]. The City may, at its discretion, consider allowing site visits to proposers that were unable to attend the scheduled Site Visit.

### C. DEADLINE FOR QUESTIONS; ADDENDUM

The Purchasing Agent will accept questions regarding this RFP between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Questions must be submitted in writing via delivery or email no later than [INSERT TIME AND DATE]. A written Addendum to this RFP responding to the questions will be emailed to all parties on record as having emailed [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) to express interest in the RFP, as well as posted publicly on the City's website under the Purchasing page. Prospective proposers must acknowledge receipt of all addenda within their responses to this solicitation. Proposers are not entitled to rely upon any answers or responses unless the same have been so issued in writing by the City. No oral interpretations shall be made.

## D. SUBMISSION REQUIREMENTS

A Letter of Transmittal must include a brief summary of the Advanced Manufacturing Campus ("Project") with the Applicant's name, mailing address, contact person, telephone, fax number and email address. The letter must be signed by the proposer and addressed to: Purchasing Agent, Room 208, 133 William Street, New Bedford, MA 02740.

Price proposals and technical proposals must be submitted in separate sealed, opaque envelopes. One original of the price proposal and one original of the technical proposal is required. The sealed, separate envelopes must be clearly labeled on the exterior as "RFP #22161070 Advanced Manufacturing Campus Proposal" and "RFP #22161070 Advanced Manufacturing Campus-Price Proposal".

## E. PROPOSAL SUBMISSION DEADLINE

In order to be considered for selection, proposers shall submit a complete submission package to this Request for Proposals. Each submission package, containing one original proposal, shall be submitted in a sealed envelope, clearly marked "RFP #22161070 for Advanced Manufacturing Campus Proposal" on the outside front cover, and shall be submitted to the City no later than [INSERT TIME AND DATE], at the Purchasing Department, New Bedford City Hall, 133 William Street, Room 208, New Bedford, MA 02740. Each page of the proposal must be numbered consecutively from the beginning of the response through all appended material. The name of the developer shall be marked on the front cover of the proposal. All proposals will be opened at the time and place set for bid opening and a record shall be made of all proposals received.

## F. OTHER INSTRUCTIONS

1. At the time of the opening of bids each proposer will be presumed to have inspected the Property and to have read and be thoroughly familiar with this RFP (including all addenda). The failure or omission of any proposer to examine any form, addenda, instrument, or document shall in no way relieve any proposer from any obligation to comply with this RFP.
2. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of proposal by the due date. The City is not responsible for proposals delayed by mail and/or delivery service of any nature.
3. The City shall bear no responsibility or liability due to copies, revisions, addenda, or other transmittals, however described, lost in mailing or not delivered to a prospective proposer under any circumstances.
4. Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting the required number of copies of such correction, modification, withdrawal, or a new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline listed above.
5. Proposals cannot be withdrawn for a period of one hundred eighty (180) calendar days after the opening of the proposals. All proposals shall remain open and available for acceptance by the City during the aforesaid 180-day period, or until the Property has been sold, or this RFP is cancelled, whichever occurs first.

6. The successful proposer shall comply with all applicable federal, state, and local laws and regulations related to real estate transactions.
7. All proposals submitted to the City must include all forms included within the contents of this RFP and they must all be filled out and properly executed. Failure to submit all forms properly filled out and executed will be grounds for rejection of the proposal.
8. All signatures must be handwritten and in ink by the person(s) seeking to purchase the Property. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alteration, or irregularities may be rejected.
9. All proposal packages, their contents and accompanying documents, no matter when submitted, will become the property of the City and will be regarded as public records when received as directed by MA General Laws Chapter 4, Section 7(clause 26). Proposers should be further aware that, with certain exceptions, the City is required under MA General Laws Chapter 66 to make its records available for public inspection. Proposers should appropriately mark all materials they deem confidential or proprietary. However, the City will bear no liability to any proposer in the event that the City is legally required to disclose information that a proposer may define as confidential or proprietary.
10. The City reserves the right to reject any proposal if it deems it to be in the best interest of the City, and to award the opportunity to purchase the Property to the next qualified proposer.
11. Consistent with MA General Laws Chapter 30B, Section 16, the City reserves the right to award the opportunity to purchase the Property based on considerations other than price, as long as such award is advantageous to the City. The City will consider the overall value of the offer, including both monetary and non-monetary considerations.
12. The selection of the proposer shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin.
13. The City reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, to waive informalities, irregularities, or technicalities of any proposal, or to cancel this procurement at any time if it is in the City's best interest to do so.
14. The City makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. The City of New Bedford assumes no responsibility and no liability for costs incurred relevant to the preparation of responses to this RFP. By virtue of submitting a proposal, each proposer acknowledges that all statements in this RFP regarding the condition or value of the site, or any investigation described as being conducted on the site, are for the purpose of illustration only and are not intended to be relied upon for any reason. Further, by virtue of submitting a proposal, each proposer acknowledges that it has not relied upon any information contained herein in the preparation of its non-price or price proposal, and that it has relied solely upon its own investigations and due diligence in all matters relating to this RFP and in its proposal preparation.

## **G. RULE FOR AWARD**

The City shall award the sale of the Property to the most advantageous proposal from a single responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this RFP.





# 9

Sale and Development of  
100 Acre Property for  
Advanced Manufacturing Campus

## Proposal Checklist and Attachments

Each Proposer is cautioned to review its Proposal Packet prior to sealing and submitting it. The following checklist should be followed when assembling the Proposal Packet:

1. Submission envelope must have name and address of Proposer and be marked, "Proposal for Advanced Manufacturing Campus."
2. \$50,000 Proposal Security included.
3. Non-Price Proposal submitted in two (2) Binders marked "Qualifications" and "Site Development Proposal."
4. Price Proposal submitted on Attachment "A."
5. One original and 7 copies each of the Non-Price and Price Proposals. (Total 8 of each)
6. Acknowledge all Addenda.
7. Sign Proposal.

### Execute and Include

8. ATTACHMENT A: City of New Bedford Price Proposal Form
9. ATTACHMENT B: Certificate of Tax Compliance,
10. ATTACHMENT C: Certificate of Non-Collusion
11. ATTACHMENT D: Beneficial Interest Disclosure Statement
12. ATTACHMENT E: Certificate of Authority
13. ATTACHMENT F: Corporate Vote (if applicable)
14. ATTACHMENT G: Acknowledgement of Solicitation Requirements
15. ATTACHMENT H: Tax Status and History Disclosure



ATTACHMENT A

**City of New Bedford, Massachusetts**

**Request for Proposals**

**Sale of 100 Ac. Property for Advanced Manufacturing Campus**

**PRICE PROPOSAL FORM**

**PRICE**

*Please write your proposal offer:*

\_\_\_\_\_  
Print/Type your proposal amount above in written form

\_\_\_\_\_  
Print/Type your proposal amount above in number form

**Note:** Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.

\_\_\_\_\_  
Name of proposer

\_\_\_\_\_  
Name and title of person signing proposal

\_\_\_\_\_  
Signature of person signing proposal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

**ATTACHMENT B**

***City of New Bedford, Massachusetts***

**Request for Proposals**

**Sale of 100 Ac. Property for Advanced Manufacturing Campus**

**CERTIFICATE OF TAX COMPLIANCE**

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Countersignature of Individual or  
Corporate Name (mandatory)

\_\_\_\_\_  
By: Corporate Officer (mandatory)

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

\_\_\_\_\_  
Date

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

**ATTACHMENT C**

***City of New Bedford, Massachusetts***

**Request for Proposals**

**Sale of 100 Ac. Property for Advanced Manufacturing Campus**

**CERTIFICATE OF NON-COLLUSION**

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

The undersigned certified 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.

\_\_\_\_\_  
Countersignature of Individual or  
Corporate Name (mandatory)

\_\_\_\_\_  
By: Corporate Officer (mandatory)

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

\_\_\_\_\_  
Date

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

**ATTACHMENT D**

**City of New Bedford, Massachusetts**

**Request for Proposals**

**Sale of 100 Ac. Property for Advanced Manufacturing Campus**

**DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

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: Sale of Property by City of New Bedford.

(3) Public Agency Participating in Transaction: City of New Bedford.

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(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 ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**  
**M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J) Cont.**

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

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any 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 ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

---

Print Name of Disclosing Party (from Section 4, above)

---

Authorized Signature of Disclosing Party

---

Date (mm / dd / yyyy)

---

Print Name & Title of Authorized Signer

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

ATTACHMENT E

***City of New Bedford, Massachusetts***

**Request for Proposals**

**Sale of 100 Ac. Property for Advanced Manufacturing Campus**

**CERTIFICATE OF AUTHORITY**

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 a corporation, give names of President and Treasurer; in case of a limited liability company, give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and; in case of a trust, all the trustees)

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

**1) IF A PROPRIETORSHIP**

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

Address: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Home: \_\_\_\_\_

**2) IF A PARTNERSHIP**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Names and Addresses of Partners:

PARTNER NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CERTIFICATE OF AUTHORITY CONT.**

**3) IF A CORPORATION OR A LIMITED LIABILITY COMPANY**

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

State of Incorporation: \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Qualified in Massachusetts: Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts: \_\_\_\_\_

**4) IF A TRUST**

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

Recording Information: \_\_\_\_\_

Full names and address of all trustees:

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Date: \_\_\_\_\_

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

ATTACHMENT F

***City of New Bedford, Massachusetts***

**Request for Proposals**

**Sale of 100 Ac. Property for Advanced Manufacturing Campus**

**CORPORATE VOTE**

At a meeting of the \_\_\_\_\_ [governing body] of  
\_\_\_\_\_ [name of proposer] , duly called and held on  
\_\_\_\_\_, 2021 at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That \_\_\_\_\_, the \_\_\_\_\_ of the corporation, be and hereby is  
authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents  
with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, and  
Contracts; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the  
performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as  
he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
(Affix Corporate Seal)

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



ATTACHMENT G

***City of New Bedford, Massachusetts***

**Request for Proposals**

**Sale of 100 Ac. Property for Advanced Manufacturing Campus**

**ACKNOWLEDGEMENT OF SOLICITATION REQUIREMENTS**

As evidenced by the signature of the Proposer's authorized signatory below, the Proposer certifies that it has read and understands the Request for Proposals for Sale of 100 Ac. Property for Advanced Manufacturing Campus and understands the requirements of the solicitation.

\_\_\_\_\_  
Proposer's Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

ATTACHMENT H

***City of New Bedford, Massachusetts***

**Request for Proposals**

**Sale of 100 Ac. Property for Advanced Manufacturing Campus**

**TAX STATUS AND HISTORY DISCLOSURE\***

The undersigned states that the Proposer, \_\_\_\_\_, is not delinquent in the payment of taxes on any property in the City of New Bedford or is current in a pre-existing repayment agreement with the City of New Bedford Treasurer's Office. I further state that the City of New Bedford has never foreclosed on property owned by the Proposer.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Proposer's Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\*If Proposer is delinquent in the payment of taxes on any property in the City of New Bedford, or is not current in a pre-existing repayment agreement with the City of New Bedford Treasurer's Office, or the City of New Bedford has foreclosed on property owned by the Proposer, state the circumstances of same below. (Attach additional sheets, if necessary.)

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

**EXHIBIT A: Plan of Property**

**Exhibit B: Advanced Manufacturing Campus Ordinance**

**Exhibit C: Wastewater Records Drawings**

DRAFT

# City of New Bedford, Massachusetts

Sale and Development of 100-Acre Property  
for Advanced Manufacturing Campus



Jonathan F. Mitchell  
Mayor

City Council Property Committee  
133 William Street  
New Bedford, MA 02740



## **Exhibit A: Plan of Property**



## **Exhibit B: Advanced Manufacturing Campus Ordinance**



# CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty One

## AN ORDINANCE

Amending Chapter 9 Zoning

31- 509

Be it ordained by the City Council of the City of New Bedford as follows:—

### SECTION 1.

Chapter 9, Section 2110 (Districts) is amended by inserting "Advanced Manufacturing Campus (AMC)" after "Soule Mill Overlay District (SMOD)."

### SECTION 2.

Chapter 9 of the New Bedford Code of Ordinances, Comprehensive Zoning, is hereby amended by inserting the following new Section 7000 et seq.:

#### **7000 -- Advanced Manufacturing Campus Overlay.**

##### **7010. Purpose.**

The purpose of the Advanced Manufacturing Campus (AMC) is to create a new master-planned mixed-use district suitable for uses related to life sciences and advanced manufacturing. The campus setting also permits small-scale commercial uses and an integrated network of pedestrian paths, set among appropriate landscaping, that will attract both employers and employees. The AMC has frontage on and access to a freight rail: frontage onto Hathaway Road and I-195 with direct access from Hathaway Road to the interchange between I-195 and Route 140.

##### **7011. The Master Plan.**

A detailed master plan (the AMC Master Plan) shall be prepared and submitted to the Planning Board for approval of the entirety of the proposed development and/or redevelopment within the AMC Overlay District, even if such property(ies) is/are developed incrementally over an extended period. As the intent of this Section is to ensure conformance with a well thought out long term plan, the preparation and approval of the Master Plan is a condition precedent to the



issuance of any building permit or approval of either site plan review or a special permit as required by this Ordinance. The proposed AMC Master Plan shall illustrate both the initial development proposal as well as development intended to be implemented over time. The Master Plan may be amended from time to time and the Planning Board may, in its discretion, approve, deny, or approve with conditions the original and/or proposed revisions to the Master Plan. The Planning Board shall approve, deny, or approve with conditions the original and/or revised Master Plan in writing with a copy of the same to the applicant and the City Clerk within sixty (60) days of receiving a Master Plan that conforms with the requirements of Section 7012, below.

#### **7012. Master Plan Contents.**

The Master Plan shall include a context map indicating adjoining properties and streets; the proposed sequence of development; an illustrative timetable for development; the proposed location of all streets, walkways, and open spaces, proposed topography, lot layout, landscaping, signs, lighting and utilities; building locations, intended or anticipated uses and structures, design and heights presented at a level of conceptual design plans; parking locations and amounts, including the manner in which parking requirements will be met prior to full build-out of the development; required easements and deeded areas; and a listing of any variance from the Zoning Ordinance that may be required to implement the Master Plan. The Planning Board may condition the approval of a Master Plan on the receipt of any such variance or any other required approvals from the City, state or federal government.

#### **7013. The Master Plan Governs New Development.**

Once approved, the AMC Master Plan shall govern development within the AMC, subject to site plan or special permit approval, where relevant.

Subsequent applications for specific uses shall be reviewed as follows:

- All applicants shall be required to follow the requirements in Section 5450. In addition, all applicants must demonstrate the manner in which the requirements of Section 7010 are met and are consistent with the AMC Master Plan as approved by the Planning Board or revised thereafter.

- Applicants for Class A uses that are consistent with the approved AMC Master Plan may submit an application for a building permit for administrative review by the Department of City Planning, the Department of Inspectional Services, and the Department of Public Infrastructure, including a site plan prepared in accordance with Section 5400 that meets the requirements of Section 5451.a through 5451.f. The Department of Inspectional Services shall grant a building permit if the site plan submitted is materially consistent with the AMC Master Plan as approved by the Planning Board and the application complies with all other requirements for a building permit. The site plan shall be attached and incorporated into the building permit.

- Applicants for Class A uses or structures that do not strictly comply with the approved Master Plan, may, in lieu of revising the Master Plan as set forth in Section 7011, submit an application for site plan review to the Planning Board indicating how the application does not comport with the approved Master Plan and containing support for why the non-complying proposed use or structure does not constitute a

substantial conflict with the Master Plan. The application shall comply with the requirements of Sections 5430, 5440, 5450, and 7000. The Planning Board may approve the non-conforming site plan only if it concludes that the non-conformance with the Master Plan is *de minimis* or otherwise does not derogate from the intent of the approved Master Plan.

No application for a Class B or Class C use or structure that does not comply with the approved Master Plan may be filed with the City until such time as the proposed use or structure shall conform with the Master Plan. Any application submitted in contravention of this requirement shall not be acted upon by the Planning Board unless the Master Plan is amended to include or anticipate the proposed use or structure.

**7014. Design Principles.** The design principles for the AMC focus on four key aspects to the anticipated physical experience of the AMC:

1. Treatment of buildings – Buildings shall be oriented to face the street, serving to define space for public and private activities. As the AMC develops over time, new buildings should be consistent with the design of existing buildings in the district.
2. Treatment of yards – Front yards shall be reserved for landscaping, sidewalks, and appropriately screened Guest Parking. Side yards shall be used for vehicular access and access to loading docks. Rear yards shall be used for vehicular access, loading docks, and parking.
3. Treatment of the site and landscape – Sites shall be landscaped to provide appropriate buffers between different types of site uses, including buildings, parking, and sidewalks. Landscaping shall be consistent with site plan review requirements and the Development Standards of this section and shall be integrated with stormwater treatment systems. Landscaping shall also be used to reduce the impact of the heat island effect on large areas of parking or other paved surfaces.
4. Connections between private and public infrastructure – Streets shall provide safe travel ways for all uses, including drivers of trucks and cars, pedestrians, and bicyclists. Private sidewalks shall connect building entrances and parking areas to public sidewalks, and where possible, provide connections between parking areas for pedestrian safety and to minimize curb cuts onto public ways.

**7015. Location and Boundaries.** The boundaries of the AMC are the boundaries of Parcel B (99.86 acres) on the plan titled “Subdivision Plan Prepared for Mass Development,” prepared by Nitsch Engineering and dated October 7, 2020. This plan is on file with the City Clerk.

**7020. Relationship to Existing Zoning.** The AMC supersedes all other zoning district regulations for this area, except the Flood Hazard Overlay District (FHOD). In the case of any potential discrepancy between the AMC and the FHOD regulations, the FHOD regulations shall apply. In the case of a conflict between the AMC and the underlying zoning district

regulations, the AMC regulations shall apply. Unless otherwise noted, reference to a "Section" followed by a "number" refers to the relevant Section of the New Bedford Zoning Ordinance.

**7030. Definitions.** The definitions contained in Section 1200 and the following additional definitions shall apply to the AMC Overlay District. In the event of a conflict between the definitions contained in Section 1200 and those below, the definitions below shall control within the AMC Overlay District.

**Aquaponics:** The cultivation of fish and plants together in a constructed, re-circulating system utilizing natural bacterial cycles to convert fish wastes to plant nutrients, for distribution to retailers, restaurants, and consumers.

**Biotechnology Facilities:** The utilization of bioprocesses or other biological systems in manufacturing of drugs or pharmaceuticals, medical products, and in waste recycling for environmental management.

**Brewery, Distillery, Cidery, Winery:** A facility that uses equipment and/or processes for the large-scale production, packaging, and distribution of malt, spirituous, or vinous beverages pursuant to G.L. c. 138, §19 and relevant federal statutes. Such establishment may include on-site sampling via a taproom or counter, the sale of permitted beverages produced on the premises to consumers for off-site consumption, and the sale of commercial goods branded by the establishment.

**Brew Pub:** Restaurants, licensed under the relevant state and federal statutes, to produce and sell beer and/or ale at the location and whose primary business is the sale and preparation of food to be consumed on the premises. Malt beverages including beer, ales and hard ciders produced on the premises may be sold to other establishments but shall not exceed 25 percent of the establishment's production capacity.

**Caterer/Wholesale Food Production:** The preparation of food in significant quantities to be delivered and served or sold off-site.

**Controlled Environment Agriculture (CEA):** Any agricultural technology that enables the grower to manipulate the environment to desired growing and/or cultivation conditions. In the City of New Bedford, CEA is limited to food production.

**Farmers Market, Vendors Court, and Mobile Food Markets:** Individual or multiple vehicles that form a mobile market that travel to multiple locations to sell fresh fruits and vegetables, operating on a set schedule so residents know when they can shop. Mobile markets can be created from buses, trucks, vans, carts, or any other vehicle with space to display food and produce. Food trucks are large vehicles equipped with facilities for cooking and selling food and may be included in Mobile Food Markets or on separate sites with authorization from the City of New Bedford.

**Farming, Vertical:** Controlled Environment Agriculture used for the practice of producing food on vertically inclined surfaces in vertically stacked layers. Farming techniques may include hydroponics, aquaponics, and aeroponics.

Food Hall or Public Market: An indoor food court or space where food products made by local artisans, local kitchens, and food vendors are marketed and sold.

Medical Devices Manufacturing: The design and production of equipment and supply intended for the diagnosis or treatment of injury or disease.

Micro-Brewery, Distillery, Cidery, Winery with Tasting Room: A facility that uses equipment and/or processes for the production, packaging, and distribution of up to 15,000 barrels (1 barrel=31 gallons) of malt, spirituous, or vinous beverages pursuant to G.L. c. 138, §19 and relevant federal statutes. Such establishment may include on-site sampling, the sale of permitted beverages produced on the premises to consumers for off-site consumption, and the sale of commercial goods branded by the establishment.

Research, Development or Testing Laboratories and Facilities: The analysis, testing, and development of products, or services predominantly for scientific research operations in biotechnology, pharmaceuticals, medical devices and equipment, communication and information technology, electronics, computer hardware, and their substantial equivalents but excluding marijuana research. Research and Development and/or Laboratory does not include activities involved in fabricating, assembling, warehousing, or sale of products for the retail or wholesale market.

**7040. Principal and Accessory Uses.** The List of Principal Uses in this section supersedes the Table of Principal Use Regulations in the Zoning Ordinance for purposes of this Section. Any use not identified as a Class A, Class B, or Class C use below is prohibited. Where relevant, the term “use” shall be construed to include “building” or “structure” such that permitted uses shall be deemed to include a structure(s) required to support the permitted use. The terms “accessory building” and “accessory use” are as defined in Section 1200.

**7050. Definition of Use Classes.**

Class A uses are allowed as-of-right. A building permit will be issued by the Department of Inspectional Services upon showing that the use is consistent with the AMC Master Plan as approved by the City and after staff review as described in Section 7070.

Class A Principal Uses are as follows:

Manufacturing

Research, development or testing laboratories and facilities

Biotechnology facilities

Medical devices manufacturing

Aquaculture/Aquaponics

Farming, Vertical

Controlled Environment Agriculture



Class B uses are allowed as-of-right but subject to site plan approval from the Planning Board to ensure consistency with Section 7010 and the requirements of Section 7070.

Class B Principal Uses are as follows with Farmer's Markets, Vendor Court and Mobile Food Markets permitted as Accessory Uses only:

- a) Child Day Care Center
- b) Health clubs
- c) Restaurant
- d) Bar or Tavern
- e) Brew Pub
- f) Brewery, Distillery, Winery
- g) Microbrewery/Craft Brewery
- h) Food Hall or Public Market

Class C Uses are as follows:

- a) Retail stores and services not elsewhere set forth
  - b) Caterer/Wholesale Food Production
  - c) Business or professional office
  - d) Medical offices, center, or clinic
  - e) Bank, financial agency
- i. Class C uses require site plan approval and a special permit from the Planning Board to ensure consistency with Section 7010 and the requirements of Section 7070 Development Standards, unless they meet the criteria listed below.
  - ii. Class C Uses Wholly Contained Within Class A Use.

Provided that the enumerated Use is (a) wholly contained within a permitted Class A use and the requirements of Section 7050(1) are met or, (b) provided that the Use is specifically identified as to use and location in the approved Master Plan (see Section 7011), Class C Uses do not require site plan approval or a special permit. Any Class C Use that does not meet the requirements of Section 7050(4)(a) or (b) shall require both site plan approval and a special permit from the Planning Board.

- iii. Class C Uses Wholly Contained Within Class B Use.

Provided that the enumerated Class C Use is (a) wholly contained within a permitted Class B use and the requirements of Section 7050(2) are met, or, (b) provided that the Use is specifically identified as to use and location in the approved Master Plan (see Section 7011), Class C Uses do not require a special permit but shall require site plan review approval from the Planning Board. Any Class C Use that does not meet the requirements of Section 7050(5)(a) or (b) shall require both site plan approval and a

special permit from the Planning Board.

**7060. Approval of Site Plans and Special Permits.** The Planning Board shall be the Special Permit Granting Authority for the AMC Overlay District. The requirements of Section 5300 and 5400 shall govern unless noted otherwise below. Applications for Site Plan Review within the AMC Overlay shall comply with the requirements of Section 7061 below, in lieu of compliance with Sections 5420 and 5470.

**7061. Criteria for Site Plan Approval.**

Site plan approval for uses within the AMC Overlay District may be granted by the Planning Board only for uses that are, or can be conditioned to be, consistent with the approved Master Plan.

- 1) Administrative Approval for Class A Uses. Prior to the issuance of a building permit for a Class A use, the Department of Inspectional Services, following consultation with the Department of City Planning, and the Department of Public Infrastructure shall agree that the following requirements have been met:
  - a) The application is complete with respect to Sections 5440 and 5450.
  - b) The application meets the development standards in Section 7080 and is consistent with the AMC Master Plan as approved by the Planning Board.

Approval by the Planning Board of Class B and Class C Uses. The Planning Board may grant site plan approval for Class B or Class C Uses upon determination that the following requirements have been met:

- a) The application is complete with respect to Sections 5440 and 5450.  
The application is consistent with the AMC Master Plan as approved by the Planning Board.

**7062. Criteria for Approval of a Special Permit.**

This section supersedes Section 5320. A special permit may be granted by the Planning Board only upon its written determination that the benefit to the City, the AMC District, and the neighborhood outweighs the adverse effects of the proposed use, taking into consideration the characteristics of the site and of the proposal in relation to the site. The determination shall also consider the following factors:

- 1) Consistency of the application and the site plan with the intent of Section 7010 and the approved Master Plan.
- 2) The development standards for specific uses in Sections 7070 are or if conditioned, can be, met.

Traffic and circulatory impact on the roads adjacent to the AMC are, or, if conditioned, will be of *de minimis* impacts.

**7070. Development Standards for Class A, Class B and Class C Uses.**

**7071. Development Standards for Class A Uses:**

**1) Treatment of Buildings**

- a) Buildings shall be oriented with their main entrance and principal façade facing the street.

Construction materials shall be durable, resilient and certified by the applicant to be of high quality.

Pedestrian entry points shall be clearly identified and ADA accessible.

All building signs are subject to Planning Department administrative review and Section 3200.

**Treatment of Yards**

- a) The front yard shall be well-landscaped with a combination of trees, shrubs, perennials, and grasses.
- b) The front yard shall include a publicly accessible sidewalk built to the City of New Bedford's standards for a public sidewalk and shall be connected to the existing sidewalks on either side of the lot frontage.

The public sidewalk shall connect to the parking area at the rear of the building by a sidewalk of no less than five (5) feet in width through one of the side yards.

The buffer between the street and any sidewalk shall have a minimum width of six (6) feet. Shade trees shall be planted at regular intervals to provide shade to the sidewalk.

Parking areas contiguous with a public sidewalk shall provide a minimum five (5) foot wide landscaped buffer between the parking area and the public sidewalk.

Guest parking may be located within the front yard of the principal building, not to exceed ten (10) spaces. Such parking shall be appropriately screened with landscaping and shall connect to the building's primary entrance and public sidewalk by a sidewalk of not less than five (5) feet in width.

All other parking shall be located to the rear of the building.

Loading shall be located to the rear or the side of the building.

All driveways to access parking and loading shall be designed to accommodate, at a minimum, the turning radius of a semi-truck trailer of fifty-three (53) feet.

Curb cuts shall be limited to a maximum of three per building: one for access to the guest parking in the front yard and two for entry and exit to the rear

parking and rear or side loading. Where possible, curb cuts shall be shared to allow access to loading and parking for more than one building.

The front yard may have a single monument sign identifying the address and the tenant(s) in the building at the primary vehicular entrance to the building. Access drives to parking and loading shall have appropriate directional signs at each entrance.

#### Treatment of the Site and Landscape

- a) Materials shall not be stored outdoors.

Projects shall implement low-impact stormwater management techniques to control runoff and manage stormwater on-site, such as the use of structured soils, engineered tree wells, biofiltration swales, or other best management practices suited to a campus environment. Stormwater management practices shall be consistent with Article VIII Stormwater Management of the City's Code of Ordinances (Section 16-131 et seq.); any alteration of land will require a stormwater management permit unless such alterations meet the exemptions in the ordinance. Stormwater shall not be permitted to drain into the City's sewer system, onto other properties, or into an adjacent wetland buffer.

Healthy mature trees and vegetation shall be maintained and incorporated into the site plan to the greatest extent possible.

Invasive species included in the Massachusetts Prohibited Plant List are prohibited. Planting shall be native or adapted to the climate in the New Bedford area. For longer-term species, such as trees, a species that will adapt to the projected impacts of climate change is recommended.

Hardscape materials that connect to public infrastructure shall smoothly connect to ensure public safety and mobility and shall be consistent or compatible with the public infrastructure in terms of material type and durability. (e.g. a concrete public sidewalk shall be matched with either a concrete private sidewalk or decorative pavers; private asphalt sidewalks shall not overrun public sidewalks).

Lighting shall be shielded or at a 75 to 90-degree cut-off. Lights shall not be operational during non-business hours, except for minimal lighting required for safety.

#### Public and Private Infrastructure

- a) Public amenities (including benches, lighting, bike racks, and trash receptacles) and landscape materials (planting choices, paving materials) shall be consistent in quality and appearance throughout the district and are subject to Administrative review by the Planning Department and the Department of Public Infrastructure to align with City standards.

Bicycle parking and storage facilities shall be incorporated into all new facilities. Bike racks shall be U frame or similar, as directed by the

Planning Department and the Department of Public Infrastructure.

Utility lines shall be located underground or to the rear of buildings to improve the visual quality of the streetscape and to eliminate conflicts between sidewalks, plantings, and utility poles.

**7072. Development Standards for Class B Uses:**

- 1) Class B Uses shall be located within a larger structure whose primary use is a Class A use or clustered in a group of similar Class B Uses to provide one or more campus centers serving all buildings dedicated to Class A uses.
  - a) Class B uses must be located adjacent to public outdoor gathering spaces. Such spaces shall contain a mix of appropriate hardscaping and landscaping and provide outdoor seating.
  - b) One outdoor gathering space may serve more than one commercial use provided a sidewalk or other paved path connects the entrance of each use to the gathering space.
  - c) The façade of the ground floor that faces the principal street and the façade that faces the outdoor gathering space shall have a minimum transparency of 50%.
  - d) The outdoor gathering space(s) shall be the location of any Farmers Market, Vendors Court and Mobile Food Markets proposed in the AMC Overlay District.

**7073. Development Standards for Class C Uses:**

- 1) Class C Uses: Class C Uses shall be located either within a building whose primary function is a Class A Use or as noted below:
  - a) Banks: This use may be located either in a building with a Class A use or in a building with a cluster of Class B uses. A drive-thru for a bank is not allowed.
  - b) Medical Offices, Center, or Clinic: These uses may be allowed on the upper floors of a building which has either a Class A use or a cluster of Class B uses on the ground floor.
  - c) Caterer/Wholesale Food Production: This use may be located either in a building with a Class A use or in a building with a cluster of Class B uses.

**7080. Severability.**

If any provision of this Section 7000 et seq. is found to be invalid by a court of competent jurisdiction, the remainder of Section 7000 shall not be affected but shall remain in full force.



The invalidity of any provision of Section 7000 shall not affect the validity of the remainder of the City's Zoning Ordinance.

### **SECTION 3. TABLE OF DIMENSIONAL STANDARDS.**

The Table of Dimensional Regulations set forth below shall be added as a column within Section 2700 Dimensional Regulations of the Zoning Ordinance.

<b>Requirement</b>	<b>AMC</b>
Minimum Lot Size (sq. ft.)	5,000
Density of Dwelling Units per Lot	N/A
Lot Frontage (ft.)	50
Height of Buildings (ft.)	Chapter 3, Article II, Section 3-23 of the New Bedford Code of Ordinances
Height of Buildings (# stories)	Chapter 3, Article II, Section 3-23 of the New Bedford Code of Ordinances
Front Yard (ft.)	25
Side Yard (ft.)	20
Rear Yard (ft.)	10
Lot Coverage by Buildings (%)	50%
Green Space (%)	20%

### **SECTION 4.**

This ordinance shall take effect in accordance with the provisions of Chapter 40A of the General Laws.

**IN CITY COUNCIL**, January 14, 2021

Referred to the Committee on Ordinances and the Planning Board – Yeas 10, Nays 1 (Councillor Morad OPPOSED.)

Dennis W. Farias, City Clerk

**IN CITY COUNCIL**, March 25, 2021

Passed to a Second Reading – Yeas 10, Nays 1. (Councillor Morad OPPOSED.)

Dennis W. Farias, City Clerk

**IN CITY COUNCIL**, April 22, 2021

Passed to be Ordained – Yeas 8, Nays 1. (Councillor Morad OPPOSED; Councillor Giesta not present for vote.)

Dennis W. Farias, City Clerk

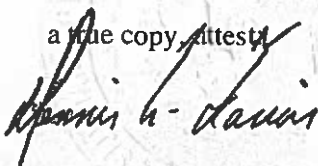
Presented to the Mayor for Approval April 26, 2021.

Dennis W. Farias, City Clerk

Approved May 19, 2021.

Jonathan F. Mitchell, Mayor

a true copy, attests



City Clerk

—

## **Exhibit C: Wastewater Records Drawing**

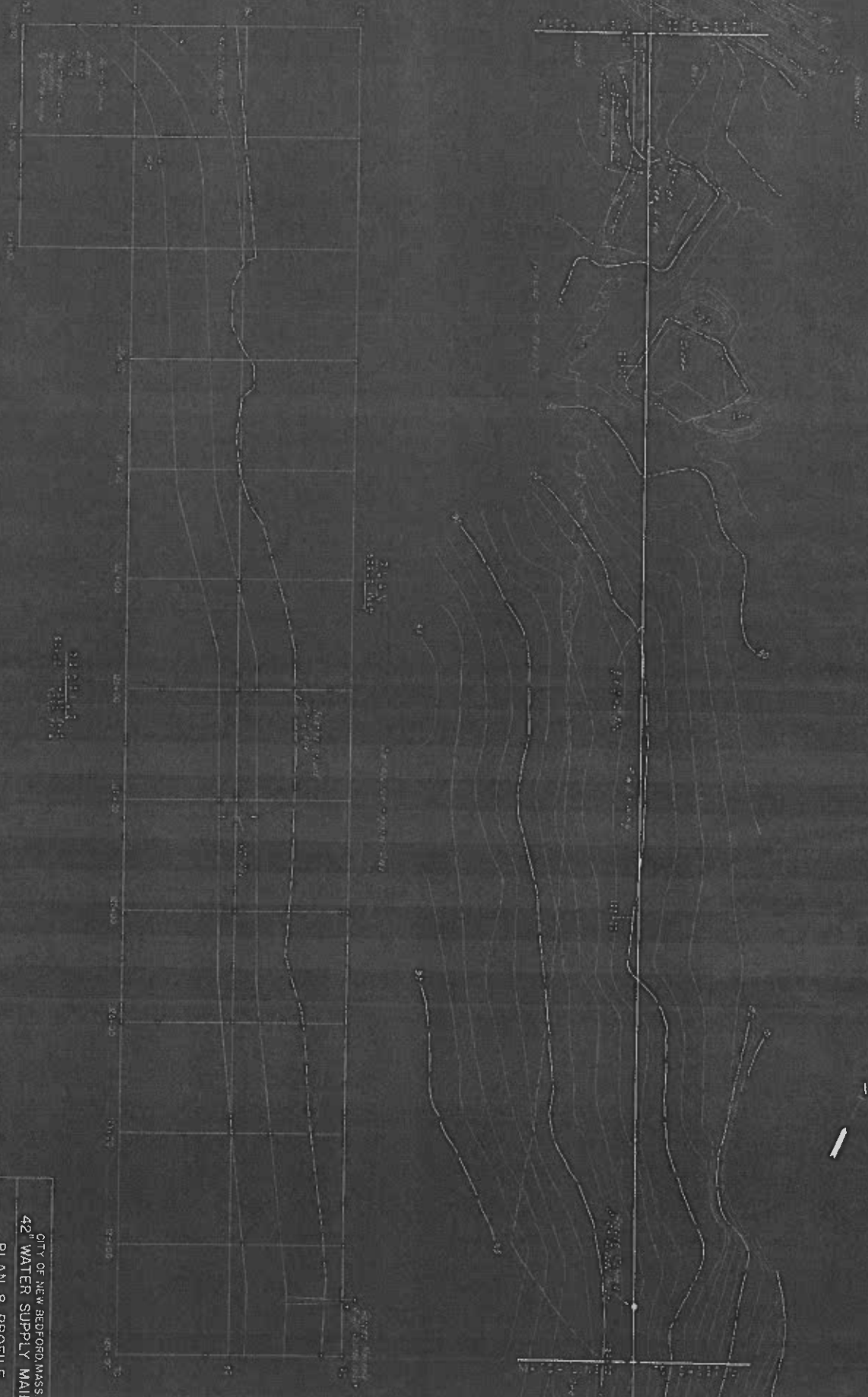


CITY OF NEW BEDFORD, MASS.  
42" WATER SUPPLY MAIN  
KEY PLAN & PROFILE

HAYDEN, HARDING & BUCHANAN, INC.  
CONSULTING ENGINEERS  
100 STATE STREET  
NEW BEDFORD, MASS. 01905

Scale: 1" = 100' (Horizontal)  
1" = 10' (Vertical)  
Sheet No. 1 of 1





CITY OF NEW BEDFORD MASS  
42" WATER SUPPLY MAIN

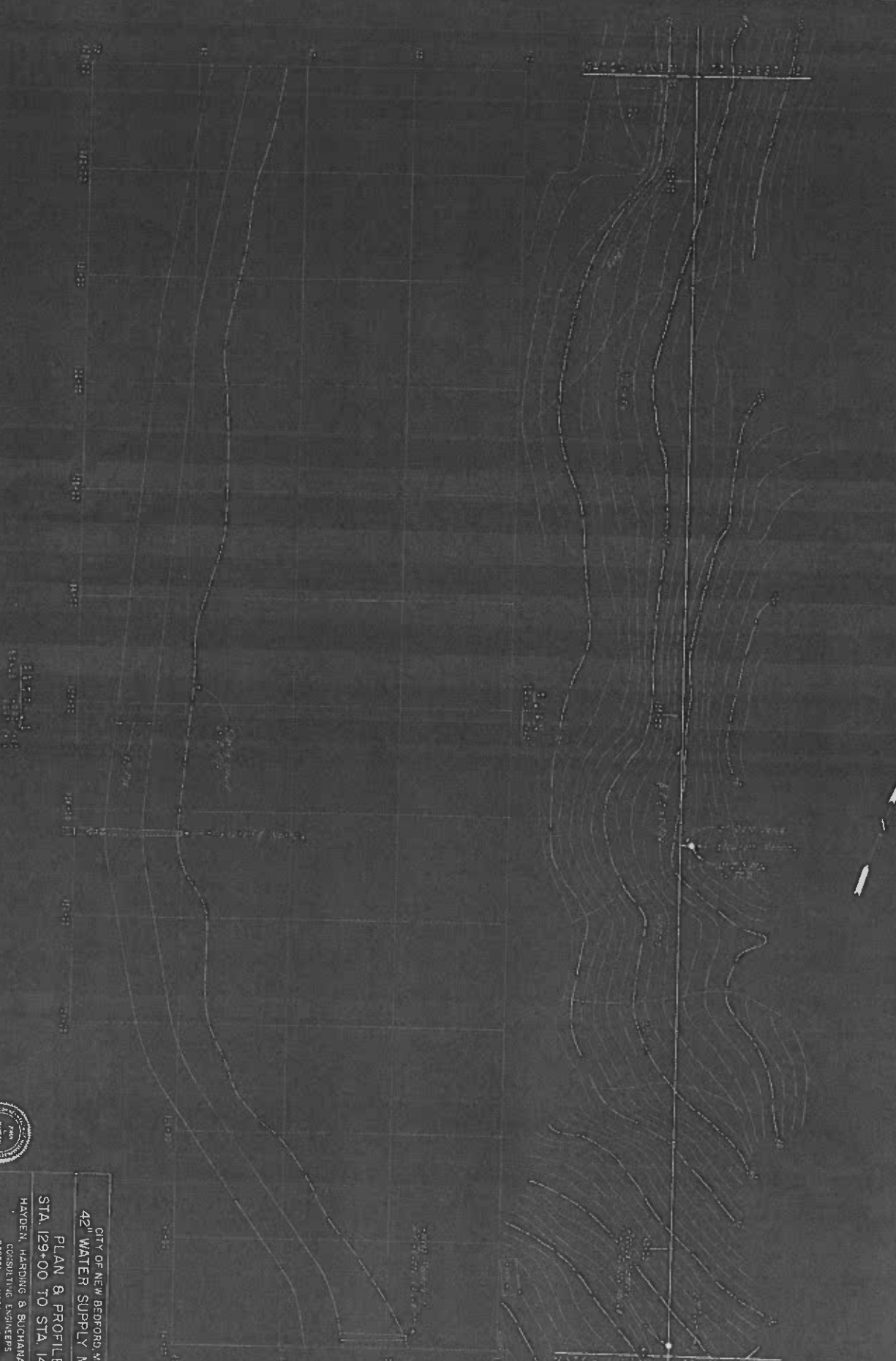
PLAN 8, PROFILE  
STA. 17+00 TO STA. 29+00

HAYDEN, HARDING & BUCHANAN, INC.  
CONSULTING ENGINEERS



DATE	12/1/72	SCALE	AS SHOWN	PROJECT NO.	12
DRAWN BY	J. H. B.	CHECKED BY	J. H. B.	DATE	12/1/72





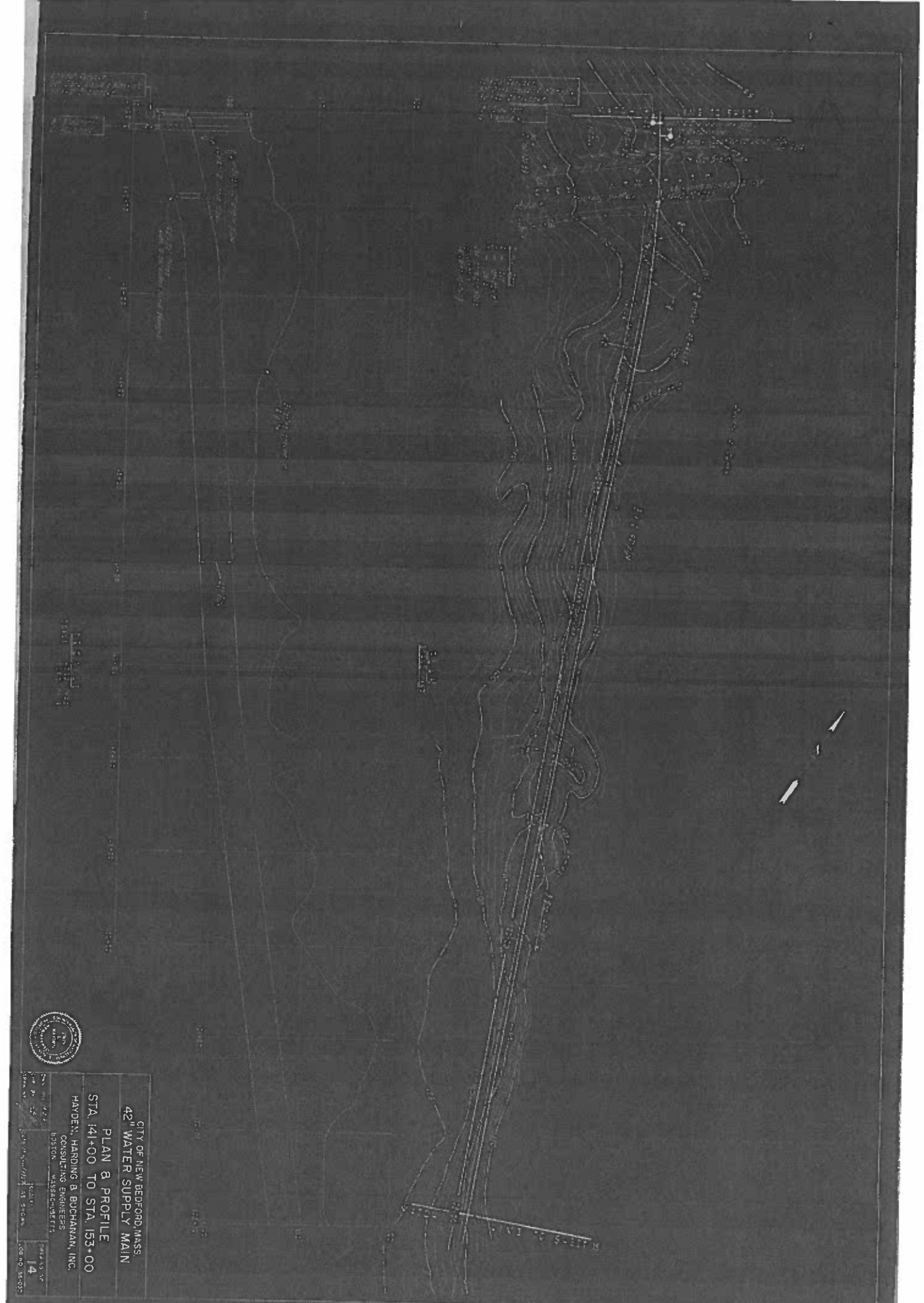
CITY OF NEW BEDFORD, MASS.  
42" WATER SUPPLY MAIN

PLAN & PROFILE  
STA. 129+00 TO STA. 141+00

HAYDEN, HARDING & BUCHANAN, INC.  
CONSULTING ENGINEERS  
BOSTON MASS 02108



DATE: 12/1/53  
BY: [Signature]  
SCALE: AS SHOWN  
SHEET NO. 13  
OF 13



CITY OF NEW BEDFORD, MASS.  
42" WATER SUPPLY MAIN

PLAN & PROFILE  
STA. 141+00 TO STA. 153+00

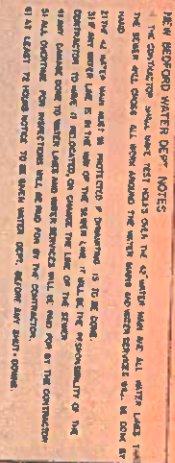
HAYDEN, HARDING & BOGHAN, INC.  
CONSULTING ENGINEERS  
BOSTON, MASSACHUSETTS

DATE: 10/1/54  
BY: J. H. B.  
CHECKED: J. H. B.  
APPROVED: J. H. B.  
SCALE: AS SHOWN  
SHEET NO. 14 OF 14



ACT CODE OF PUBLIC WORKS

1970-1971



LOCATION	MAP
1. <i>Chlorophyll a</i> (mg/g)	1
2. <i>Chlorophyll b</i> (mg/g)	2
3. <i>Chlorophyll a+b</i> (mg/g)	3
4. <i>Chlorophyll a</i> (mg/g)	4
5. <i>Chlorophyll b</i> (mg/g)	5
6. <i>Chlorophyll a+b</i> (mg/g)	6
7. <i>Chlorophyll a</i> (mg/g)	7
8. <i>Chlorophyll b</i> (mg/g)	8
9. <i>Chlorophyll a+b</i> (mg/g)	9
10. <i>Chlorophyll a</i> (mg/g)	10
11. <i>Chlorophyll b</i> (mg/g)	11
12. <i>Chlorophyll a+b</i> (mg/g)	12
13. <i>Chlorophyll a</i> (mg/g)	13
14. <i>Chlorophyll b</i> (mg/g)	14
15. <i>Chlorophyll a+b</i> (mg/g)	15
16. <i>Chlorophyll a</i> (mg/g)	16
17. <i>Chlorophyll b</i> (mg/g)	17
18. <i>Chlorophyll a+b</i> (mg/g)	18
19. <i>Chlorophyll a</i> (mg/g)	19
20. <i>Chlorophyll b</i> (mg/g)	20
21. <i>Chlorophyll a+b</i> (mg/g)	21
22. <i>Chlorophyll a</i> (mg/g)	22
23. <i>Chlorophyll b</i> (mg/g)	23
24. <i>Chlorophyll a+b</i> (mg/g)	24
25. <i>Chlorophyll a</i> (mg/g)	25
26. <i>Chlorophyll b</i> (mg/g)	26
27. <i>Chlorophyll a+b</i> (mg/g)	27
28. <i>Chlorophyll a</i> (mg/g)	28
29. <i>Chlorophyll b</i> (mg/g)	29
30. <i>Chlorophyll a+b</i> (mg/g)	30
31. <i>Chlorophyll a</i> (mg/g)	31
32. <i>Chlorophyll b</i> (mg/g)	32
33. <i>Chlorophyll a+b</i> (mg/g)	33
34. <i>Chlorophyll a</i> (mg/g)	34
35. <i>Chlorophyll b</i> (mg/g)	35
36. <i>Chlorophyll a+b</i> (mg/g)	36
37. <i>Chlorophyll a</i> (mg/g)	37
38. <i>Chlorophyll b</i> (mg/g)	38
39. <i>Chlorophyll a+b</i> (mg/g)	39
40. <i>Chlorophyll a</i> (mg/g)	40
41. <i>Chlorophyll b</i> (mg/g)	41
42. <i>Chlorophyll a+b</i> (mg/g)	42
43. <i>Chlorophyll a</i> (mg/g)	43
44. <i>Chlorophyll b</i> (mg/g)	44
45. <i>Chlorophyll a+b</i> (mg/g)	45
46. <i>Chlorophyll a</i> (mg/g)	46
47. <i>Chlorophyll b</i> (mg/g)	47
48. <i>Chlorophyll a+b</i> (mg/g)	48
49. <i>Chlorophyll a</i> (mg/g)	49
50. <i>Chlorophyll b</i> (mg/g)	50
51. <i>Chlorophyll a+b</i> (mg/g)	51
52. <i>Chlorophyll a</i> (mg/g)	52
53. <i>Chlorophyll b</i> (mg/g)	53
54. <i>Chlorophyll a+b</i> (mg/g)	54
55. <i>Chlorophyll a</i> (mg/g)	55
56. <i>Chlorophyll b</i> (mg/g)	56
57. <i>Chlorophyll a+b</i> (mg/g)	57
58. <i>Chlorophyll a</i> (mg/g)	58
59. <i>Chlorophyll b</i> (mg/g)	59
60. <i>Chlorophyll a+b</i> (mg/g)	60
61. <i>Chlorophyll a</i> (mg/g)	61
62. <i>Chlorophyll b</i> (mg/g)	62
63. <i>Chlorophyll a+b</i> (mg/g)	63
64. <i>Chlorophyll a</i> (mg/g)	64
65. <i>Chlorophyll b</i> (mg/g)	65
66. <i>Chlorophyll a+b</i> (mg/g)	66
67. <i>Chlorophyll a</i> (mg/g)	67
68. <i>Chlorophyll b</i> (mg/g)	68
69. <i>Chlorophyll a+b</i> (mg/g)	69
70. <i>Chlorophyll a</i> (mg/g)	70
71. <i>Chlorophyll b</i> (mg/g)	71
72. <i>Chlorophyll a+b</i> (mg/g)	72
73. <i>Chlorophyll a</i> (mg/g)	73
74. <i>Chlorophyll b</i> (mg/g)	74
75. <i>Chlorophyll a+b</i> (mg/g)	75
76. <i>Chlorophyll a</i> (mg/g)	76
77. <i>Chlorophyll b</i> (mg/g)	77
78. <i>Chlorophyll a+b</i> (mg/g)	78
79. <i>Chlorophyll a</i> (mg/g)	79
80. <i>Chlorophyll b</i> (mg/g)	80
81. <i>Chlorophyll a+b</i> (mg/g)	81
82. <i>Chlorophyll a</i> (mg/g)	82
83. <i>Chlorophyll b</i> (mg/g)	83
84. <i>Chlorophyll a+b</i> (mg/g)	84
85. <i>Chlorophyll a</i> (mg/g)	85
86. <i>Chlorophyll b</i> (mg/g)	86
87. <i>Chlorophyll a+b</i> (mg/g)	87
88. <i>Chlorophyll a</i> (mg/g)	88
89. <i>Chlorophyll b</i> (mg/g)	89
90. <i>Chlorophyll a+b</i> (mg/g)	90
91. <i>Chlorophyll a</i> (mg/g)	91
92. <i>Chlorophyll b</i> (mg/g)	92
93. <i>Chlorophyll a+b</i> (mg/g)	93
94. <i>Chlorophyll a</i> (mg/g)	94
95. <i>Chlorophyll b</i> (mg/g)	95
96. <i>Chlorophyll a+b</i> (mg/g)	96
97. <i>Chlorophyll a</i> (mg/g)	97
98. <i>Chlorophyll b</i> (mg/g)	98
99. <i>Chlorophyll a+b</i> (mg/g)	99
100. <i>Chlorophyll a</i> (mg/g)	100
101. <i>Chlorophyll b</i> (mg/g)	101
102. <i>Chlorophyll a+b</i> (mg/g)	102
103. <i>Chlorophyll a</i> (mg/g)	103
104. <i>Chlorophyll b</i> (mg/g)	104
105. <i>Chlorophyll a+b</i> (mg/g)	105
106. <i>Chlorophyll a</i> (mg/g)	106

### AS CONSTRUCTED PLAN

**RICHARD H. PARSONS**  
**NEW BEDFORD, MASS.**

SEMPER SYSTEM  
HATHAWAY ROAD

## PLAN & PROFILE

NEW BEDFORD, MASS.

REV. BY  
RCV

540

AS 100-20

1818-1

3427 OF 4



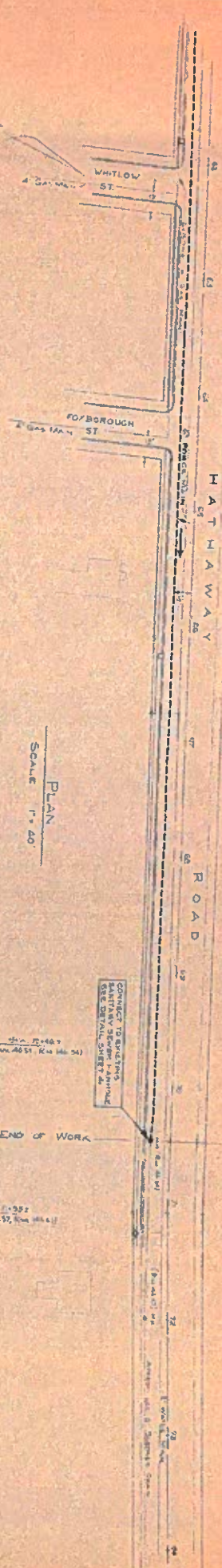


**RICHARD H. PARSONS**  
**NEW BEDFORD, MASS**

**TIBBETTS ENGINEERING CORP.**  
**NEW BEDFORD, MASS.**

SECRET 2054	1818-1	DATE APR 1966	SCALP AS NOTED	CON D BY CLAY	DR BY RMB	DCS BY R.C.V.
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PLAN  
SCALE 1" = 40'



PROFILE  
SCALE 1" = 40' VERT.

CONNECT TO EXISTING  
SEWERAGE SYSTEM  
SEE DRAWING 1818-1

END OF WORK

6" x 12" SM. 10' x 12' x 12' (10' x 12' x 12')

6" x 12" SM. 10' x 12' x 12' (10' x 12' x 12')



AS CONSTRUCTED PLAN

RICHARD H. PARSONS  
NEW BEDFORD, MASS.

SEWAGE SYSTEM  
HATHAWAY ROAD

PLAN & PROFILE

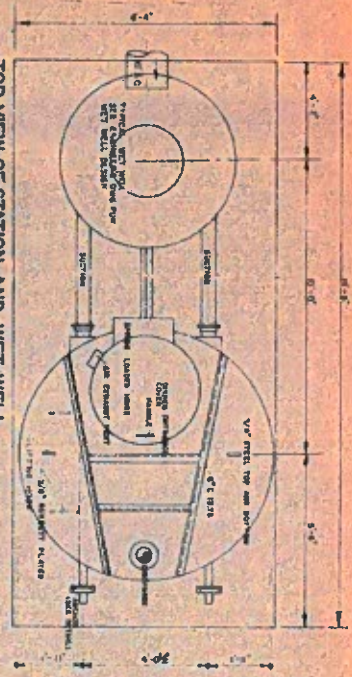
TIBBETTS ENGINEERING CORP.  
NEW BEDFORD, MASS.

1818-1	100' x 100'	100' x 100'
1818-1	100' x 100'	100' x 100'
1818-1	100' x 100'	100' x 100'



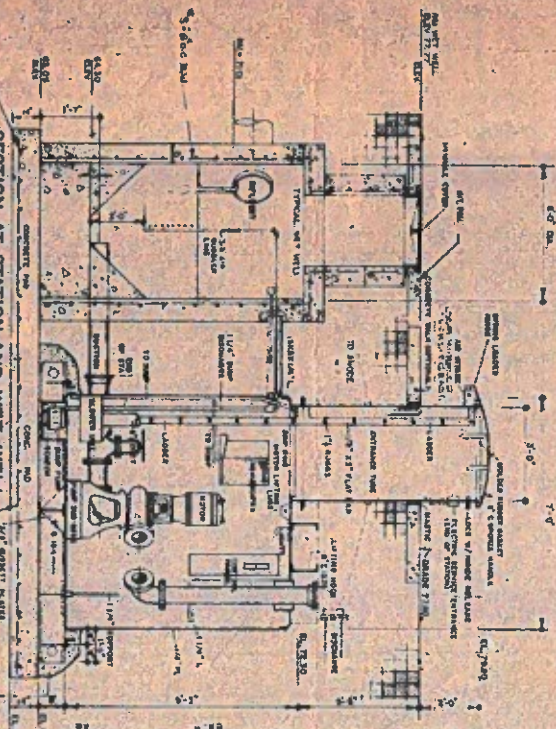
TOP VIEW OF STATION AND WET WELL

NO SCALE



SECTION AT STATION AND WET WELL

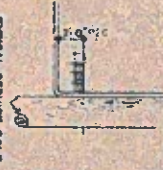
NO SCALE



ANCHOR DETAIL

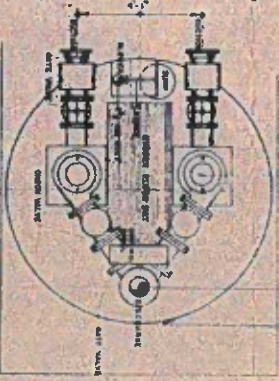


TYPICAL SERVICE POLE



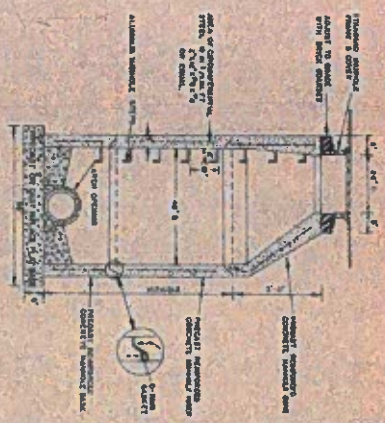
PLAN OF STATION

NO SCALE



PRECAST REINFORCED CONCRETE MANHOLE

NO SCALE



TYPICAL SECTION THRU TRENCH

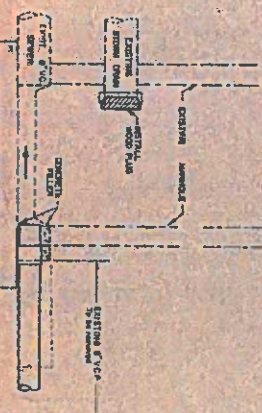
NO SCALE



NOTE:  
1. TRENCH SOIL REMOVAL SHALL BE WITHIN  
THREE FEET OF THE EXISTING TRENCH WALL  
TO THE CURB.

DETAIL AT EXISTING  
MANHOLE STA 70+46

NO SCALE



AS CONSTRUCTED PLAN

RICHARD H. PARSONS  
NEW BEDFORD, MASS.

SEWAGE SYSTEM  
HATHAWAY ROAD

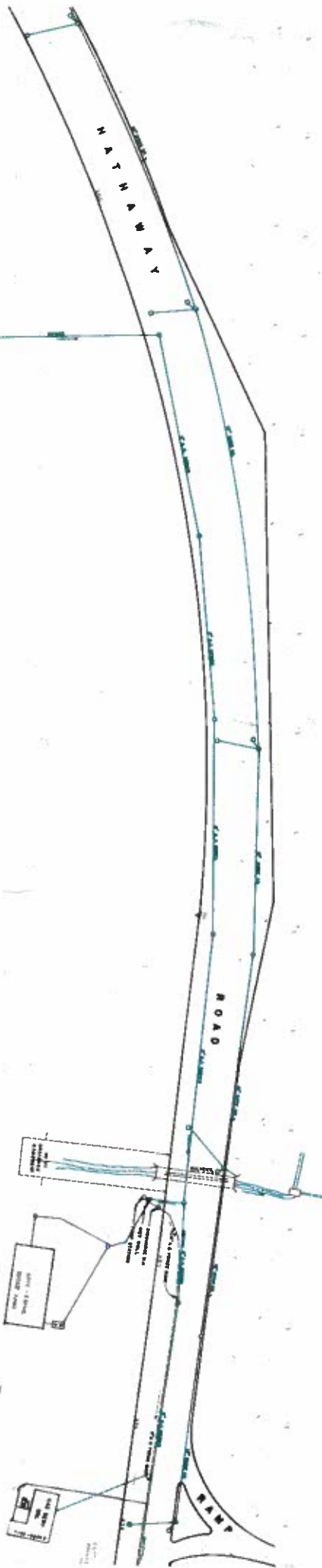
PUMPING STATION & DETAILS

TIBBETTS ENGINEERING CORP.  
NEW BEDFORD, MASS.

1818-1  
REVISED



102-C



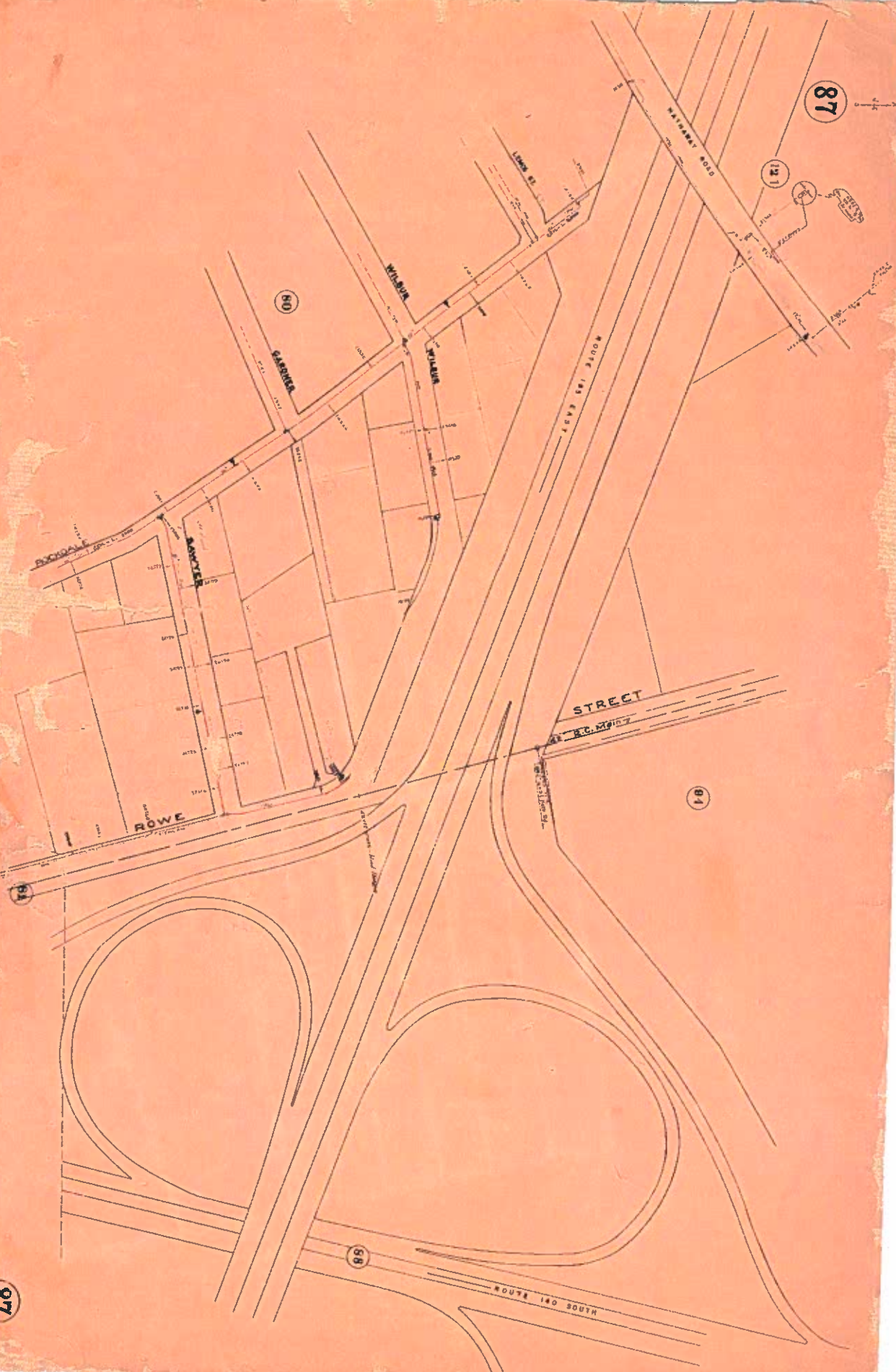
123-B

123-B

ROUTE 140

102-C

87



87

81

88



