

REQUEST FOR PROPOSALS
CITY OF NEW BEDFORD, MASSACHUSETTS

Lease of Office Space at 1213 Purchasing Street

RFP #22161148



Proposals Due: [Insert date]

Jonathan F. Mitchell
Mayor

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



1213 Purchase Street – Lease of Office Space

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CITY OF NEW BEDFORD
MASSACHUSETTS

Advertisement

REQUEST FOR PROPOSALS

**Lease of Office Space at 1213 Purchase Street
RFP # 22161148**

The City of New Bedford Purchasing Department, in conjunction with the City Council Property Committee, hereby solicits proposals from qualified proposers to enter into a ten-year lease agreement with the City, with two five-year renewal options, for the third floor of 1213 Purchase Street in New Bedford, Massachusetts, 02740. The lease shall commence on or about April 1, 2023.

The City has established a minimum rent of \$144,000 per year and a minimum term of 10 years.

Sealed proposals will be received by the Purchasing Department until [insert time and date]. All proposals must be submitted via mail or in-person delivery to the Purchasing Department at 133 William Street, Room 208, New Bedford, MA 02740 during normal business hours (8:00 a.m. to 4:00 p.m.) until the above time and date. Immediately following the deadline for proposals, all proposals received within the time specified will be publicly opened and read aloud. Proposers can participate in the proposal opening in the Purchasing Department and the opening will also be live streamed via Zoom audio. Instructions for participating are posted on the City's website under the Purchasing page. Proposers must email 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 proposals must be accompanied by a proposal deposit of \$5,000 in the form of a bank check, certified check, or bid bond, made payable to the City of New Bedford, Massachusetts.

Interested parties may obtain the Request for Proposals (RFP) beginning on [insert time and date] by visiting the City of New Bedford webpage at newbedford-ma.gov/Purchasing or by emailing 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 [insert precise location]. Following the pre-submittal meeting, a site visit will take place at [insert time and date] at 1213 Purchase Street, New Bedford, MA 02740. Questions concerning this RFP must be submitted in writing by mail or email to purchasing@newbedford-ma.gov and received by the City on or before [insert time and date]. Questions will be answered via Addendum emailed to all parties on record as having received the RFP and posted publicly on the Purchasing Department's page on the City of New Bedford's website.

After proposals have been opened on [insert date], no proposal may be withdrawn for a period of one hundred eighty (180) days. 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 this RFP constitutes an offer.

The City 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 or his designee, once authorized by the City Council, will negotiate any lease of the property. The successful proposer will have thirty days from notice of selection to enter into a lease with the City; both of these timeframes may be extended by mutual agreement of the Parties.

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



Lease of Office Space at 1213 Purchase Street **Site Information**

1. Overview

The City of New Bedford (City) is seeking proposals for the lease of the entire third floor of 1213 Purchase Street in New Bedford, a building known as the Quest Center, to a single tenant. The third floor has a total area of approximately 16,000 square feet. The City seeks to lease the office space to a proposer that will create new jobs in the City and whose presence in the City is likely to spur new economic development, particularly in burgeoning industries in the City. A floor plan of the area to be leased is at Attachment K.

2. The Quest Center Building and the Office Space

2.01 Building and Area Description

The Quest Center Building (the “Building”) is a three-story brick office building constructed around 1898 and owned by the City. It opened its doors in 1899 as the historic New Bedford Textile School and today continues more than a century of technological innovation.

The first floor of the Building boasts more than 5,000 square feet of renovated coworking space that includes common work areas, private offices, and conference rooms. The New Bedford Economic Development Council and MassHire New Bedford (the City’s lead economic development and workforce development agencies) are located on the second floor. Other tenants in the Building include a mix of city agencies, nonprofit corporations, and private businesses. Common areas for the Building include first floor lobby, elevator and lobby, stairs, and first and second floor bathrooms.

Legal Description

The Building is shown on City of New Bedford Assessors’ Map 66 Lot 66 and is located in a Mixed Use Business (MUB) zone. Section 9 of the New Bedford City Code, which can be accessed at www.newbedford-ma.gov, lists the uses that are allowed by right and by special permit in MUB zones.

Area

The Building has direct highway access to Route 18 and is adjacent to anticipated pedestrian access for South Coast Rail, which is currently scheduled to commence service to Boston at the end of 2023. It is also on a Southeastern Regional Transit Authority (SRTA) bus route and is within walking distance of the SRTA bus station at the corner of Pleasant and Elm Streets. The Building is within a few blocks of New Bedford's historic downtown, which boasts restaurants, bars, a performing arts center, two hotels, and other cultural attractions and events. The Building is also within a block of a National Register Historic District, and the City's oldest park is only two blocks away. Finally, the Building is located in a federal Qualified Opportunity Zone.

Elevator/Stairs/Accessibility

The third floor is accessible by elevator and stairs from the common lobby entryway accessed from the Purchase Street entrance.

Building Hours

The Building is open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday and is accessible 24 hours per day, seven days per week by key card.

Bicycles

Bicycle parking is available for no cost at the Building's Maxfield Street entrance. Bicycles may be brought into the Building via the stairs and elevator, but bicycles must be stored in the tenant's space and may not be stored in common areas or areas of egress.

Pets

Service pets and emotional support animals are allowed in the building.

2.02 Description of Office Space for Lease

The City seeks to lease the third floor of the Building, which has a total area of approximately 16,000 square feet (the "Premises"). A floor plan of the Premises is included at Attachment K. The successful proposer would be the sole tenant on the third floor, which as currently configured includes 14 closed offices, two open office areas, a kitchen, a lunch room, three conference rooms, a break room, a large open area, a reception area, storage and copy areas, a janitor closet, and men's and women's bathrooms.

Current Tenants

The space is unencumbered and will be delivered vacant.

Parking

Twelve dedicated parking spaces located across the street in the City-owned lot at 1204 Purchase Street will be provided with the lease.

Minimum Rent and Lease Term

The City has established a minimum annual rent of One Hundred and Forty Four Thousand Dollars (\$144,000) to be paid over the course of a ten (10) year lease term and to be paid in advance in equal monthly installments, with rent being increased annually by at least three percent (or such higher number as the proposer will offer). The Tenant may elect, with the agreement of the City, to extend the Lease for two additional five-year terms, and the rent for each additional term shall be the fair market rent at the commencement of that additional term.

Insurance

The Tenant will be responsible for obtaining, paying for, and maintaining the types of insurance in the amounts specified in Section 5 of this RFP, "Proposed Lease Terms."

The City is self-insured and does not maintain property insurance on the Building.

Taxes

The Tenant shall be responsible for paying any taxes assessed under G.L. c. 59, §2B or any other provision of law for the lease of the Premises and shall not deduct the amount of any such taxes from rent or any other payments owed by Tenant to the City.

Operating Expenses

Tenant will be responsible for paying for the following utilities/services to the Premises, which, where possible, will be separately metered for or charged to the Tenant: heat, electric, air conditioning, phone, Internet, cable, water, hot water, sewer, and janitorial services inside the Premises. Where it is not possible to separately meter or charge for a particular utility or service, the Tenant will be responsible for paying a pro rata share of that utility or service. Janitorial service to the common areas of the building, landscaping, and snow removal will be included in the rent.

Alterations and Additions

The City expects that the Tenant might seek to make alterations or improvements to the Premises. The Tenant shall have the right to make such alterations and improvements, provided that the Tenant first obtains the City's prior written consent, which the City must not unreasonably withhold, condition, or delay. It is the City's current belief that any such alterations or improvements made and paid for by the Tenant would not be subject to the Massachusetts public bidding law or prevailing wage laws, but the City makes no guarantees that such laws would not apply. As such, proposers should conduct their own due diligence concerning these laws when developing and pricing their proposals.

Security

Tenant may restrict access to the Premises in any manner it chooses, subject to the City's consent, which shall not be reasonably withheld, and provided that Tenant pays for such restrictive measures and provides the City with immediate access to the Premises in case of emergency.

Approvals and Inspections

Any new tenant must obtain a Certificate of Occupancy from the City's Inspectional Services Department. Any modifications to the Premises will require a building permit from the Inspectional Services Department. The Premises is subject to annual fire and building inspections to ensure compliance with all applicable Fire and Building Code provisions. Depending on the use of the Premises, certain other approvals might be required. All costs and responsibilities for identifying and obtaining any necessary approvals, permits, license, or other authorizations will be the sole responsibility of the selected Tenant, to the extent that the Tenant is performing work on the Premises. The City will use reasonable efforts to assist the Tenant in obtaining, at Tenant's sole cost and expense, any and all permits, licenses, and authorizations required by any governmental authorities with respect to improvements of the Premises made by Tenant, but 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.



Lease of Office Space at 1213 Purchase Street **Selection Process**

3. Selection Process

3.1 Process for Evaluation of Proposals

All Proposal Packages submitted in response to this Request for Proposals will be opened simultaneously in public immediately following the deadline for the submission of proposals [insert date/time/place] and thereafter reviewed by an Evaluation Committee. The Evaluation Committee will screen each Proposal Package to ensure that all submittals required by the Request for Proposals are included and that the proposal meets the Minimum Evaluation Criteria. The Evaluation Committee then will review each proposal that it considers complete and to have met the Minimum Evaluation Criteria against the Comparative Evaluation Criteria. Each proposal will be assigned a rating of "Highly Advantageous," "Advantageous," "Not Advantageous," or "Unacceptable," for each of the Comparative Evaluation Criteria. The Evaluation Committee will then rank the proposals, taking into account the evaluation criteria rankings and the overall financial benefit to the City of each proposal, including the rent offered by each proposer. The Evaluation Committee shall state in writing the reason(s) for its rankings of the proposals.

The Evaluation Committee will forward the top-ranked proposal to the City Council Property Committee ("Property Committee"), with a recommendation that the City enter into a lease with the proposer. The Property Committee will review the Evaluation Committee's recommendation and, if it agrees with it, will vote to recommend to the full City Council that it authorize the Mayor to negotiate and execute a lease with the proposer. A two-thirds vote of the full City Council will then be required in order for the City to enter into any lease.

The Committee and/or other City officials may interview and/or meet with some or all of the proposers and ask questions regarding their respective proposals, in the City's sole discretion. The City reserves the right, in its sole discretion, to reject at any time any or all proposals, to cancel the RFP, to select finalists to submit and negotiate a more fully-developed response, to negotiate with one or more proposers, to negotiate and lease the Premises on terms that are not materially different from those set forth herein, and to refuse to enter into a lease for the Premises, if the City determines that such cancellation, rejection or refusal serves the best interests of the City. The City also reserves the right, at any time, to waive strict compliance with terms and conditions of this RFP.

Proposer agrees that by submission of its proposal that it will not withdraw or modify its original price proposal if the City and Proposer do not agree as a result of negotiations to modify the original price offered by Proposer.

3.2 Evaluation Criteria

Each proposal must be sufficiently detailed and contain sufficient information to permit the Evaluation Committee to determine if the proposal has satisfied the Minimum Evaluation Criteria. Only those proposals that meet the Minimum Evaluation Criteria will be evaluated under the Comparative Evaluation Criteria.

A. Minimum Evaluation Criteria

Each proposal must comply with a variety of submissions 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 Evaluation Committee will consider a proposal as responsive and responsible if it meets the following Minimum Evaluation Criteria.

1. Required Forms and Documents

To be eligible for consideration, proposers must submit a completed Proposal Packet including all of the following signed documents, except as may otherwise be specifically noted:

- **Letter of Transmittal**, which should be signed as follows: (1) if the proposer is an individual, by that individual personally; (2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. If the proposal is being submitted by an entity other than an individual, partnership or corporation, the proposal must include written evidence of the proposer's authority from the entity to submit the proposal in the form of legally binding documentation.
- **Proposal deposit** of \$5,000 in the form of a bank check, certified check, or bid bond, made payable to the City of New Bedford, Massachusetts.
- **Statement of Qualifications**
- **Proposal Narrative Addressing Comparative Evaluation Criteria**
- **City of New Bedford Rent Proposal Form:** Proposals must include a completed Rent Proposal Form for the Premises, (**Attachment A**).
- **Certificate of Tax Compliance:** The proposal shall include either the individual or corporate or other legal entity Certificate of Tax Compliance Form (**Attachment B** or **Attachment C**), demonstrating payment of all Massachusetts state taxes, etc.
- **Disclosure Statement of Beneficial Interest:** The Proposal Package must include a completed Disclosure Statement of Beneficial Interest, as required by MGL, Chapter 7C, Section 38 (**Attachment D**).

- **Certificate of Non-Collusion:** The Proposal Package must include a completed Certificate of Non-Collusion (**Attachment E**).
- **Corporate Authorization:** if a corporation submits a proposal, the Proposal Package must include an executed Vote of Corporation Authorizing Execution of Corporate Agreements (**Attachment F**). [We should add LLC Certificate of Incumbency and Authority Form if proposer is not a corporation; can also be attachment F- "submit either."]
- **Acknowledgment:** An executed Acknowledgment of Solicitation Requirements, (**Attachment G**).
- **Tax Status and History Disclosure:** A statement of proposer's property tax history, (**Attachment H**), which will be reviewed by the City of New Bedford. A proposer cannot be delinquent in the payment of taxes on any property in the City of New Bedford or must be current in a pre-existing repayment agreement with the City of New Bedford Treasurer's Office. Proposers must also state if the City of New Bedford has ever foreclosed on property they have ever owned and describe the circumstances that resulted in the foreclosure(s).
- **Health and Building Codes Violations Disclosure:** A statement of proposer's history of violations of the Health Code and Building Code, (**Attachment I**), which will be reviewed by the City of New Bedford. Proposers must also state if they currently own any properties on which there are outstanding Health or Building Code violations.
- **Proposer Information Form (Attachment J):** All proposals must include a completed Proposer Information Form.
- Acknowledgement of all RFP addenda, if applicable. Acknowledgement forms will be attached to each of the addenda issued for the RFP.

2. Statement of Qualifications

Each proposal shall contain responses to the items below. The Evaluation Committee will review the answers to these questions, along with the proposer's Tax History and Status Disclosure and Health and Building Codes Violations Disclosure, to determine whether the proposer is responsible. A proposer's submission of a proposal shall be deemed permission by the proposer for the City to make any additional inquiries concerning the proposer as considered necessary to fully review the proposer's qualifications. The Evaluation Committee will reject the proposal for any proposer that is not deemed responsible and will not review the comparative evaluation criteria for that proposal.

- a. Please fill out the Proposer Information Form (**Attachment J**) and also provide the following information:
 - Name of legal entity, if applicable
 - Addresses and telephone numbers of all entity offices
 - Website address, if any, for entity
 - Structure of entity, (i.e., individual, partnership, corporation, LLC)
 - Size of entity (i.e., number of employees and gross annual revenue)

- Years entity has been in business

- b. Please provide a detailed statement explaining why and how the proposer is financially capable of leasing and occupying the Premises. This statement should include adequate assurances that the proposer is capable of making rent and other payments under the lease and improving the Premises in a way that fulfills the proposer's objectives. Proposers should include evidence of the proposer's financial strength, including, where available: (1) audited financial statements for the past three years consisting of a Balance Sheet and Income Statement prepared by an independent certified public accountant according to generally accepted accounting principles; and (2) a sources and uses of funds statement. If no such documentation is available, the proposal should state so.
- c. Please provide the name, address, telephone, and email addresses of a contact at one or more financial institutions who is familiar with the proposer's current financial status and ability to meet the financial obligations of leasing the Premises.
- d. Please state whether the proposer, any affiliated companies, principals, officers, partners, or investor holding in excess of a 50% interest in the proposing 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.

B. Proposal Narrative Addressing Comparative Evaluation Criteria

Each proposer should include a proposal narrative that contains the following information:

- A description of the proposer, including the type of business in which it engages, the number of people it employs, and the location(s) of its operations.
- The proposal should state whether the proposer has existing operations and/or plans for additional operations in the greater New Bedford area, including, but not limited to, its proposed operations at 1213 Purchase Street. For purposes of this proposal, the greater New Bedford area includes New Bedford, Acushnet, Dartmouth, Fairhaven, Freetown, Lakeville, Marion, Mattapoisett, Rochester, and Wareham. The proposal should also describe any such existing and planned operations, including the number of current and anticipated employees and the existing or anticipated location(s) of such operations.
- A description of how the proposer would use the Premises at 1213 Purchase Street. The proposal should state how many people would work at 1213 Purchase Street, the type of work they would be doing, their contemplated job titles, and the average salary of those employees. The proposal should state whether the jobs located at 1213 Purchase Street would be new jobs for the greater New Bedford area or whether the jobs at 1213 Purchase Street would be jobs that would be relocated from within the greater New Bedford area.

- The proposal should state how the proposer's operations at 1213 Purchase Street would contribute to economic development in New Bedford, particularly in burgeoning industries. The proposal should address (a) whether and how the proposer's presence at 1213 Purchase Street might lead to other businesses opening new operations in New Bedford, particularly in burgeoning industries; (b) how the proposer's operations at 1213 Purchase Street would likely generate economic activity in New Bedford; and (c) how the proposer's employees working at 1213 Purchase Street would likely contribute to the New Bedford economy.
- The proposal should state, as a general matter, what type of build-out (if any) the proposer would undertake in the space at 1213 Purchase Street.
- The proposal should describe any additional terms it would seek to have in the lease that are not included in Section 5 of this RFP. Such additional terms could include a proposed Tenant Improvement Allowance ("TIA"); a Furniture, Fixtures, and Equipment Allowance ("FFE"); and a period of free access to the Premises for purposes of constructing improvements and installing furniture, fees, and equipment. Please note that the City will not agree to any allowance (TIA, FFE, or other) in which it would provide funds to Tenant. Rather, the City would only consider those allowances in which it would perform work on or provide goods to the Premises, and it would require that Tenant reimburse the City for such work or goods over the term of the lease. The City's provision of work on or goods to the Premises would be subject to the public bidding and/or prevailing wage laws. The maximum combined total the City would entertain for any such allowances would be \$1.5 million.

The Evaluation Committee will rank each proposal under each of the Comparative Evaluation Criteria. Each proposal will receive a rank of "Highly Advantageous," "Advantageous," "Not Advantageous," or "Unacceptable" for each comparative evaluation criterion. The rankings for each evaluation criterion will be based on each proposal's comparative strength, with the strongest proposals receiving a ranking of "Highly Advantageous," average proposals receiving a ranking of "Advantageous," and weaker proposals receiving a ranking of "Not Advantageous." Proposals that do not provide sufficient information for a particular evaluation criterion will be ranked "Unacceptable" for that category. Proposers are therefore advised to reference the Comparative Evaluation Criteria when preparing their proposal narratives and to submit sufficient information to permit the Evaluation Committee to fairly and responsibly assess the proposals under each category.

The Comparative Evaluation Criteria are as follows:

Economic Development Criteria

- (1) *The extent to which the proposer's lease of the Premises could lead to other businesses opening new operations in the New Bedford, particularly in burgeoning industries.*

Highly Advantageous: A proposal will be considered Highly Advantageous if it persuasively describes how the proposer's lease of the Premises will likely lead to other businesses opening new operations in New Bedford, particularly in burgeoning industries. To receive a Highly Advantageous rating, proposers should provide concrete examples of the types of businesses that would likely open new operations in New Bedford and a strong rationale as to why the proposer's lease of the Premises would cause them to do so.

Advantageous: A proposal will be considered Advantageous if it provides a reasonable explanation of how the proposer's lease of the Premises will lead to other businesses opening new operations in New Bedford, particularly in burgeoning industries, but does not contain the same level of detail and is not as persuasive as the proposal(s) receiving a Highly Advantageous ranking.

Not Advantageous: A proposal will be considered Not Advantageous if it provides only a perfunctory explanation as to how the Proposer's leases of the Premises will likely lead to other businesses opening new operations in New Bedford, particularly in burgeoning industries, but does not provide any detail and does not contain a convincing rationale.

- (2) *The level of economic activity that would likely be directly generated in New Bedford by the proposer's lease of the Premises. Proposals should address the economic activity generated in New Bedford by the proposer's business itself and any economic activity generated by the employees who will work at the Premises.*

Highly Advantageous: A proposal will be considered Highly Advantageous if it convincingly demonstrates that the proposer's lease of the Premises will generate a high level of economic activity in New Bedford as compared to the proposal(s) ranked Advantageous.

Advantageous: A proposal will be considered Advantageous if it credibly demonstrates that the proposer's lease of the Premises will generate some economic activity in New Bedford, but significantly less economic activity as compared to the proposal(s) ranked Highly Advantageous.

Not Advantageous: A proposal will be considered Not Advantageous if it does not credibly demonstrate that the proposer's lease of the Premises will generate economic activity in New Bedford.

- (3) *The number of new jobs that would be created in the New Bedford by the proposer's lease of the Premises.*

Highly Advantageous: A proposal will be considered Highly Advantageous if it convincingly demonstrates that the proposer's Lease of the Premises would create significantly more new jobs in New Bedford than the proposal(s) ranked Advantageous.

Advantageous: A proposal will be considered Advantageous if it credibly demonstrates that the proposer's lease of the Premises will generate some new jobs in New Bedford, but significantly fewer jobs as compared to the proposal(s) ranked Highly Advantageous.

Not Advantageous: A proposal will be considered Not Advantageous if it does not credibly demonstrate that the proposer's lease of the Premises will generate new jobs in New Bedford.

- (4) *The average salary for any new jobs that would be created in New Bedford by the proposer's lease of the Premises. Proposals should state how many new jobs will likely be created in New Bedford by the proposer's lease of the Premises and the average salary for those jobs.*

Highly Advantageous: A proposal will be considered Highly Advantageous if the average salary for the new jobs created in New Bedford will be significantly higher than the new jobs created by the proposal(s) ranked Advantageous.

Advantageous: A proposal will be considered Advantageous if the average salary for the new jobs created in New Bedford will be lower than the new jobs created by the proposal(s) ranked Advantageous but higher than the salary for the new jobs created by the proposal(s) ranked Not Advantageous.

Not Advantageous: A proposal will be considered Not Advantageous if it does not credibly demonstrate that the proposer's lease of the Premises will create new jobs in New Bedford or if the average salary for any jobs it does create is significantly lower than the proposal(s) ranked Advantageous.

Proposed Rent and Lease Terms

(5) *Proposed Rent, including escalator.*

Highly Advantageous: A proposal will be considered Highly Advantageous if it proposes a significantly higher rent and escalator than the proposal(s) ranked Advantageous.

Advantageous: A proposal will be considered Advantageous if it proposes at least the minimum rent and the 3% rent escalator.

Not Advantageous: A proposal will be considered Not Advantageous if it proposes a rent less than the minimum rent and/or a rent escalator of less than 3%.

(6) *The extent to which the proposal contains any conditions other than those proposed by the City in this RFP.*

Highly Advantageous: A proposal will be considered Highly Advantageous if it does not include conditions other than those proposed by the City in this RFP.

Advantageous: A proposal will be considered Advantageous if it includes only minor conditions other than those proposed by the City in this RFP.

Not Advantageous: A proposal will be considered Not Advantageous if it includes conditions that are not acceptable to the City.

C. Rule for Award

Subject to the awarding authority's right to reject any and all bids and to select a proposal other than that containing the highest base rent for the Property (provided that the minimum base rent provision is met or waived by the City), and subject to all rights of the awarding authority under Massachusetts General Laws and the provisions of this RFP, the awarding authority will select, in its discretion and best judgment, and in the best interest of the City of New Bedford, the most advantageous proposal

from a responsive and responsible proposer, taking into consideration the rent and all other evaluation criteria set forth in the RFP.



Lease of Office Space at 1213 Purchase Street Submission Format and Requirements

4. Submission Format and Requirements

4.01 Availability of Requests for Proposals

The Request for Proposal may be obtained and/or examined on or after [insert date/time] by visiting the Purchasing Department's webpage on the City's website at newbedford-ma.gov/Purchasing or by emailing purchasing@newbedford-ma.gov

4.02 Pre-submittal Meeting and Site Visit

A non-mandatory pre-submittal meeting and site visit has been scheduled for [insert date/time] at City Hall, 133 William Street, New Bedford, MA 02740 [insert precise location]. After the pre-submittal meeting, a site visit will take place at [insert time and place] at 1213 Purchase Street, New Bedford, MA 02740. The City may, in its discretion, consider allowing site visits to proposers that were unable to attend the scheduled site visit.

4.03 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 mail delivery or email and received no later than [insert date/time]. 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 to express interest in the RFP and posted on the City's website at newbedford-ma.gov/Purchasing. 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.

4.04 Submission Requirements and Deadline

Proposers must submit one original and one electronic copy (USB, etc. but no emailed proposals) of their proposal in a sealed, opaque envelope clearly labeled on the exterior as RFP #22161148 Lease of Office Space at 1213 Purchase Street and containing the proposer's name and address. Proposals shall be submitted to the City no later than [insert date/time] at the Purchasing Department, New Bedford City Hall, 133 William Street, Room 208, New Bedford, MA 02740. The name of the proposer shall be on the front cover of the proposal, and each proposal must be numbered consecutively from the beginning of the response (i.e., the Statement of Qualifications) through the appended material. A proposal checklist is available at [insert section or page number] of this RFP.

Proposals will be opened publicly [insert date/time/place]. If, at the time of the scheduled proposal opening, City Hall is closed due to an uncontrollable event such as fire, snow, ice, wind or building evacuation, the proposal opening will be postponed until the same time on the next regular business day. Proposals will be accepted until that date and time.

4.05 Other Instructions and Conditions

- (a) At the time of the opening of proposals, each proposer will be presumed to have inspected the Premises and to have read and become thoroughly familiar with the RFP, including all addenda. The failure or omission of any proposer to examine any form, addendum, instrument, or document shall in no way relieve any proposer from any obligation to comply with this RFP.
- (b) Proposers are cautioned that it is the responsibility of each individual proposer to assure that their proposal is in the possession of the responsible official prior to the proposal submission deadline. The City is not responsible for proposals delayed by mail and/or delivery service of any nature.
- (c) 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 or received by a prospective proposer under any circumstances.
- (d) Proposals may be corrected, modified, or withdrawn prior to the deadline for submission by submitting the required number of copies (one original and one electronic) of such correction, modification, withdrawal, or new submission, by the proposal submission deadline. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence and must reference the original Request for Proposals.
- (e) Proposals cannot be withdrawn for a period of one hundred eighty (180) calendar days after the opening of proposals. All proposals shall remain open and available for acceptance by the City during the aforesaid 180-day period, or until the Premises have been leased, or this RFP is canceled, whichever occurs first.
- (f) The successful proposer shall comply with all applicable federal, state, and local laws and regulations relating to real estate transactions.
- (g) 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.
- (h) All signatures on the original copy of the proposal must be handwritten and in ink by the person authorized to submit the proposal.
- (i) 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 under Massachusetts General Laws Chapter 4, Section 7 (clause 26). Proposers should be further aware that, with certain exceptions, the City is required under Massachusetts 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 even the City is legally required to disclose information that a proposer may define as confidential or proprietary.

- (j) 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 lease the Premises to the next qualified proposer.
- (k) Consistent with Massachusetts General Laws Chapter 30B, Section 16, the City reserves the right to award the opportunity to lease the Premises 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.
- (l) The selection of the proposer shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin.
- (m) The City reserves the right to reject any and all proposals, to negotiate any and all non-mandatory lease terms with the successful proposer, to waive informalities, irregularities, or technicalities of any proposal, or to cancel this solicitation at any time if it is in the City's best interest to do so.
- (n) 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 relating 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 Premises, or any investigation described as being conducted on the Premises, 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 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, including, but not limited to, the physical and environmental condition of the Premises, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Premises. The proposer assumes all risk in connection with the use of the information and releases the City from any liability in connection with the use of the information provided by the City.
- (o) Proposal deposits will be returned to unsuccessful proposers. In the event that the successful proposer fails, through no fault of the City, to meet all requirements of this Request for Proposals or enter into a lease agreement for the Premises, the City will retain the proposal deposit. After the lease agreement is executed, the City shall apply the successful proposer's proposal deposit to the security deposit due under the lease.
- (p) After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities may be waived, or the proposer will be allowed to correct them. If a mistake and the intended correct proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified of the

correction in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

4.06 Schedule for Awarding Lease of the Premises

The anticipated schedule for awarding the lease of the Premises is as follows:

Advertise Request for Proposals	
Request for Proposals Available	
Date of pre-submittal meeting and site visit	
Final date for submission of questions	
Proposals Due	



Lease of Office Space at 1213 Purchase Street

Proposed Lease Terms

5. Proposed Lease Terms

The lease of the Premises shall be awarded to the proposer selected in accordance with Section 3 above. The City shall send a letter to the successful proposer, informing the proposer of such award.

The City and the selected proposer (referred to as the "Tenant") shall, within thirty (30) days of date of the award, enter into a standard lease agreement. In the event the successful proposer fails to enter into the Agreement with the City within said thirty (30)-day period, or such later time as the City may agree to, in its sole discretion, the City may rescind the award and retain any proposal security as liquidated damages.

Unless the prospective Tenant and the City otherwise agree, it is anticipated that the lease agreement would include the following terms, plus other terms to be negotiated:

- **Term:** The term of the lease shall be 10 years, and the Tenant shall have the option to extend the lease for two (2) five (5)-year terms. The rent in the successive terms shall be the fair market rent as of the commencement of each successive term.
- **Rent:** The rent shall be at least \$144,000 per year, paid in annual monthly installments, and increased annually by at least 3% per year.
- **Taxes:** Tenant shall pay all taxes associated with the Premises and may not deduct such tax payments from the rent or other monies owed to the City.
- **Insurance:** The parties shall agree that the City has no obligation to maintain property insurance on the Building or equipment located on the Premises. Tenant shall obtain and keep in force the following insurance:
 - **General Liability Insurance:** A Comprehensive General Liability policy, containing both bodily injury and property damage coverage, on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The policy shall be written on primary and non-contributory basis. The policy shall name the City and its officers, agents, servants, employees, and consultants as additional insured parties.
 - **Workers' Compensation Insurance:** Tenant shall provide Workers' Compensation Insurance required by law and Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$100,000 each accident; bodily injury by disease each employee of \$100,000; and bodily injury by disease policy limit of

\$500,000, or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

- **Umbrella/Excess Liability Insurance:** An Umbrella/Excess Liability insurance policy on an occurrence basis "following form" of the primary coverage with a limit of liability of \$3,000,000. The Umbrella/Excess Liability insurance policy shall include but not be limited to the following coverages for bodily injury, property damage, and personal injury: (i) Premises – Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned, and hired vehicles. The City, its officers, agents, servants, and employees shall be named as additional insureds.
- **Contractor's Insurance:** Should Tenant undertake any work on or to the Premises, including any Alterations, Tenant will be required to provide the City with evidence that Tenant has required its contractors to maintain (i) workers' compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder's risk (or such reasonably comparable insurance) insurance on an "all risk" basis (including collapse) insuring against casualty to such construction for full replacement value of work performed and the equipment, supplies, and materials furnished and stored; (iii) automobile liability insurance in the minimum amounts required by law with limits of liability of not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit, (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease, (v) public liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total with a limit of \$1,000,000 per occurrence, and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury, and/or property damage arising out of acts and omissions of Tenant or its contractors, employees, or agents in the performance of any work or any other activities or failures to act at or with respect to the Premises in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above), may be on a claims made basis). Tenant shall require that the City, and its officers, agents, servants, and employees be named as additional insured on all contractor's, subcontractor's, and independent contractor's insurance, excluding Worker's Compensation.
- **Personal Property:** Tenant shall agree that the City shall have no responsibility or liability for any loss or damage or injury to fixtures, improvements, or other personal property of Tenant from any cause whatsoever, including theft or otherwise. Tenant shall agree that it shall continuously keep its fixtures, equipment, and other personal property from time to time located in, or about the Premises, and all leasehold improvements to the Premises construed or installed by the Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Tenant shall furnish to the City evidence of such continuous insurance coverage satisfactory to the City at the Term Commencement Date and each anniversary thereof. It shall be understood and agreed that Tenant assumes the risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Tenant shall waive any and all rights of recovery which it might otherwise have against the City, its agents, employees, and other persons for whom the City may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by the City, its agents, employees, contractors, or other persons for whom the City may be responsible.

- All required insurers shall be written with recognized insurers, licensed and doing business in Massachusetts and having a so-called Best's Rating of "A" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to the City. Tenant shall furnish certificates evidencing such insurance coverage to the City prior to the execution of the lease, on each anniversary of the commencement of the lease, and at other such times as the City may reasonably request. Tenant shall require its insurer to give the City written notice of at least thirty (30) days in advance of any termination, expiration, or material changes in coverage.
- The lease shall contain a mutual waiver of subrogation.
- Operating Expenses:
 - Tenant will be responsible for paying for the following utilities/services to the Premises, which, where possible, will be separately metered for or charged to the Tenant: heat, electric, air conditioning, phone, Internet, cable, water, hot water, sewer, and janitorial services inside the Premises. Where it is not possible to separately meter or charge for a particular utility or service, the Tenant will be responsible for paying a pro rata share of that utility or service. Janitorial service to the common areas of the building, landscaping, and snow removal will be included in the rent.
- Security deposit: Tenant shall provide a security deposit of \$30,000.
- Assignment: The lease may not be assigned without the City's express written consent, which consent may be withheld in the City's sole discretion.
- Alterations and Improvements: The tenant may not make any alterations, improvements, or other material changes to the Premises and/or the improvements thereon without the City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

The recitation of the foregoing proposed terms does not constitute an offer to lease or sell nor does it constitute a lease or purchase and sale agreement.



Lease of Office Space at 1213 Purchase Street Proposal Packet Checklist and Attachments

Proposers are required to submit one (1) original and one (1) electronic copy of the Proposal Package. Proposers are cautioned to review their Proposal Package prior to sealing and submitting it. The following checklist should be followed when assembling the Proposal Package:

- ☐ Submission envelope must have name and address of Proposer and be marked RFP #22161148 Lease of Office Space at 1213 Purchase Street
- ☐ Letter of transmittal with original signature by proposer
- ☐ Proposal deposit of \$5,000 in the form of a bank check, certified check, or bid bond, made payable to the City of New Bedford, Massachusetts
- ☐ Statement of Qualifications
- ☐ Proposal Narrative
- ☐ City of New Bedford Rent Proposal Form (Attachment A)
- ☐ Certificate of Tax Compliance (Attachment B or C)
- ☐ Disclosure Statement of Beneficial Interest (Attachment D)
- ☐ Certificate of Non-Collusion (Attachment E)
- ☐ Corporate Authorization or LLC Certificate of Incumbency and Authority (Attachment F)
- ☐ Acknowledgment of Solicitation Requirements (Attachment G)
- ☐ Tax Status and History Disclosure (Attachment H)
- ☐ Health and Building Codes Violation Disclosure (Attachment I)
- ☐ Proposer Information Form (Attachment J)
- ☐ Addenda Acknowledgments

Attachment A
RENT PROPOSAL FORM
CITY OF NEW BEDFORD
Office Space at 1213 Purchase Street

The undersigned hereby submits the attached proposal for the lease and purchase of property from the City of New Bedford in response to the Request for Proposals for the Lease of Office Space at 1213 Purchase Street:

PRICE

Please write your proposed annual rent in letters and numbers:

Annual rent in numbers

Annual rent in letters

Please write your proposed annual escalation(s) in letters and numbers:

Annual escalation in numbers

Annual escalation in letters

Name of proposer

Name and title of person signing proposal

Signature of person signing proposal

Date

Address

Email address

Attachment B
COMMONWEALTH OF MASSACHUSETTS
INDIVIDUAL CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, the undersigned does hereby certify under the penalties of perjury:

I, _____, certify that, to the best of my knowledge, I am in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Name (printed)

Date

Social Security Number

Attachment C
COMMONWEALTH OF MASSACHUSETTS CORPORATE
OR OTHER LEGAL ENTITY CERTIFICATE OF TAX COMPLIANCE

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:

I, _____, as the _____ of

_____, whose principal place of business is located

at _____ do hereby certify under the

penalties of perjury that, to the best of my knowledge and belief, the above named corporation/firm

is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and

contractors, and withholding and remitting child support.

Federal Identification
Number: _____

Company Name: _____

Address: _____

BY:

Name of Company Officer (printed)

Signature

Date

Attachment D
DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY
TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management, as required by M.G.L. c. 7C, §38, prior to the execution of a lease for the real property described below. Attach additional sheets if necessary.

For acquisition or disposition of real property by the City of New Bedford, Massachusetts, the undersigned does hereby state, for the purposes of disclosure, pursuant to Massachusetts General Laws, Chapter 7C, Section 38, of a transaction relating to real property, as follows:

1. Public agency involved in this transaction: City of New Bedford
2. Complete legal description of the property: Third Floor of 1213 Purchase Street, New Bedford, MA. City of New Bedford Assessor's Map 66, Lot 66.
3. Type of transaction: ☐ Sale ☐ Lease or rental for _____ (term):
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. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above 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 percent 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

Address

_____	_____
_____	_____
_____	_____

7. None of the persons listed in this section is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth of Massachusetts except as noted below (insert "none" if none):

Name

Title or Position

8. The individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1 must sign this section. If this form is signed on behalf of a corporation or other legal entity, a duly authorized officer of that corporation or legal entity must sign it. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment E
CERTIFICATE OF NON-COLLUSION

The undersigned certified under penalties of perjury that this 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.

Signature of individual submitting proposal

Printed name of individual submitting proposal

Name of business

Date

ATTACHMENT F
VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS

At a meeting of the Board of Directors of _____ duly called
and held on _____, 20____ 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)

Signature

(Affix Corporate Seal)

Title

Date

ATTACHMENT G
ACKNOWLEDGMENT 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 Lease of Office Space at 1213 Purchase Street and understands the requirements of the solicitation.

Company Name: _____

BY:

Proposer's Authorized Signatory

Printed Name

Date

Title

ATTACHMENT H
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: _____

BY: _____

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.)

ATTACHMENT I
HEALTH AND BUILDING CODES VIOLATIONS DISCLOSURE*

The undersigned states that the Proposer, _____, has never been cited by the City of New Bedford, and has never owned any property in the City of New Bedford that has been cited, for a violation of the Health Code or Building Code. I further state that the Proposer does not currently own any property in the City of New Bedford on which there are outstanding Health or Building Code violations.

Company Name: _____

BY:

Proposer's Authorized Signatory

Printed Name

Date

Title

*If Proposer has been cited by the City of New Bedford, or has owned any property in the City of New Bedford that has been cited, for a violation of the Health Code or Building Code, or currently owns any property in the City of New Bedford on which there are outstanding Health or Building Code violations, state the circumstances of same below. (Attach additional sheets, if necessary.)

ATTACHMENT J
PROPOSER INFORMATION AND
ADDENDA ACKNOWLEDGMENT FORM

Please furnish the following information regarding the Proposer (use additional sheets if necessary).

Name and Address of Proposer:

The name, address, email address, and phone number of the Proposer's principal contact person for all matters concerning the RFP are:

If the Proposer constitutes one of the following types of entities, please provide the requested information. Use additional sheets if necessary.

(1) If the Proposer is a corporation, provide the state of incorporation and the names of the officers and directors:

(2) If the Proposer is a limited liability company, provide the state of organization and the names of the manager and members:

(3) If the Proposer is a partnership or limited partnership, the state of organization and the general partners are:

(4) If the Proposer is any other form of person or entity, specify the type of entity, state of organization, and its principals:

This Proposal will remain subject to acceptance by the City of New Bedford for 180 days after the date of submission or for such additional time as the City and the RFP Proposer may agree in writing.

Company Name:

BY:

Proposer's Authorized Signatory

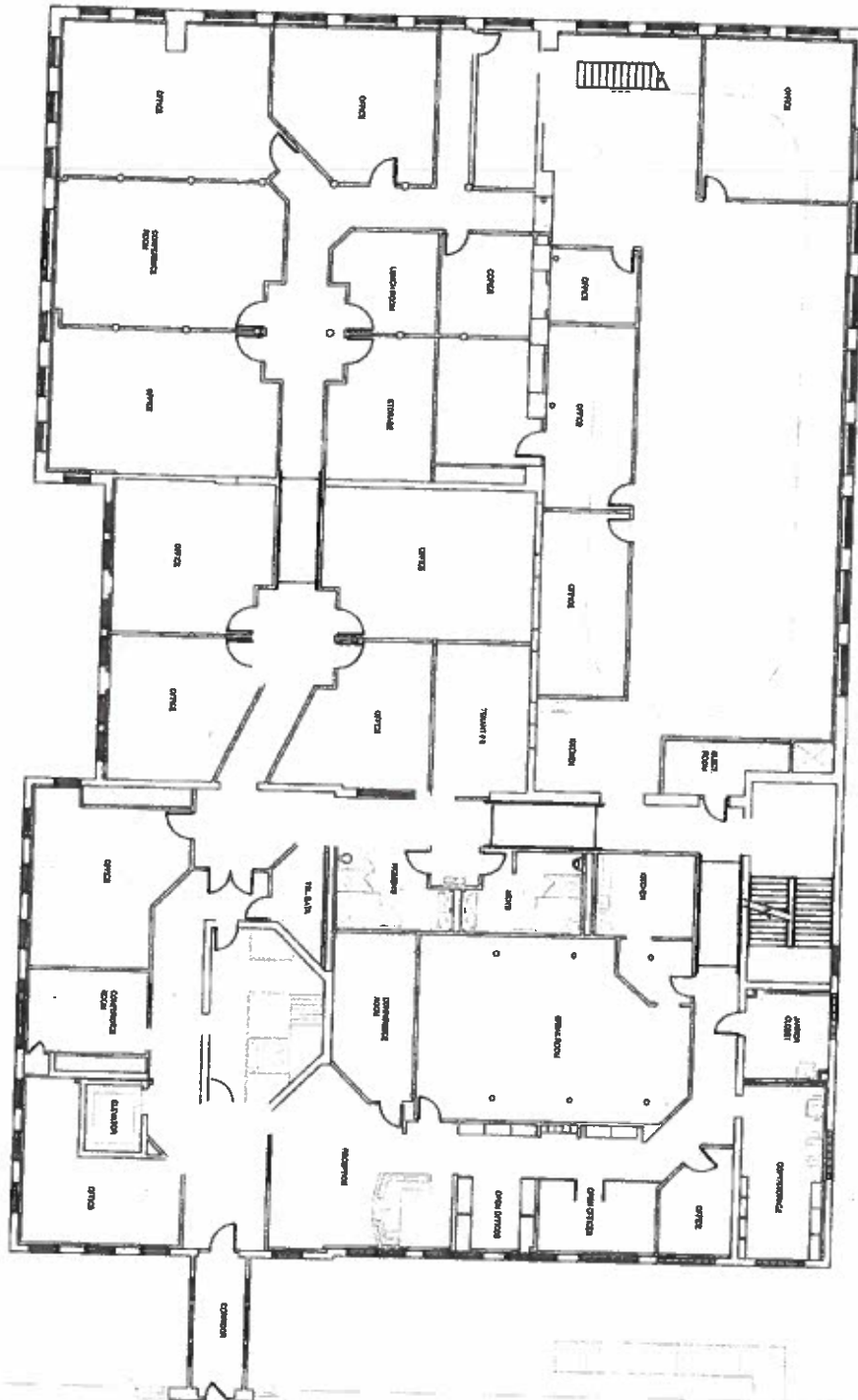
Printed Name

Date

Title

ATTACHMENT K
FLOOR PLAN OF PREMISES

Third Floor Plan
 SCALE: 1/8" = 1'-0"



Referred to the Committee on City Property.

IN CITY COUNCIL, May 24, 2022

Dennis W. Farias, City Clerk

a true copy, attest:

Dennis W. Farias

City Clerk