

**City of Lowell
Purchasing Department
City Hall, 375 Merrimack Street, Room 60
Lowell, Massachusetts 01852**

Project Name: **HIGHLAND POLICE SUBSTATION LEASE**

RFP No.: **17-26**

Date: **October 12, 2016**

Buyer: **P. Michael Vaughn**

Tel. No.: **978-970-4110**

Fax No.: **978-970-4114**

Email: **pmvaughn@lowellma.gov**

The City of Lowell Police Department requests sealed proposals for the rental of commercial office space for the purpose of housing a community police substation in the Lower Centralville area of the City of Lowell, in strict accordance to the attached specification. This will be a three (3) year lease with a one (1) year option, for approximately 1,725 square feet required by January 1, 2017. The option year will be exercised at the City's sole discretion. To assist the City in this effort, the City is issuing this Request for Proposals ("RFP") to solicit responses from qualified Bidders who can meet the project requirements stated herein.

DUE DATE

Sealed bids will be publicly opened on: **Tuesday, November 15, 2016** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 11:00 AM, EST/EDST, for the work described herein. **BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.**

PRE BID CONFERENCE

Will be held on: **October 25, 2016** at Lowell City Hall in the Mayor's Reception Room, 2nd floor, 375 Merrimack Street, Lowell, MA 01852, at 10:00 AM, EST/EDST.

CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Purchasing Department's office no later than **Monday, November 7, 2016** at 5:00PM.

Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this RFP, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda.

APPROPRIATION CONTINGENCY

If the City fails to appropriate operating funds, or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated. The City's fiscal year begins July 1st.

1. **NOTICE TO PROPOSERS**

- A. The City of Lowell Police Department requests sealed proposals for the rental of commercial office space for the purpose of housing a community police precinct in the Lower Highlands area of the City of Lowell.
- B. Proposals must be submitted in a sealed envelope which is clearly marked “**PROPOSAL FOR RENTAL OF OFFICE SPACE-LOWER HIGHLANDS POLICE PRECINCT.**” The City of Lowell will not be responsible for the premature opening of any bid not so marked.
- E. The City of Lowell reserves the right to reject any or all proposals, to waive or correct any minor informalities therein, and to accept any proposal which, in the opinion of the City of Lowell, will be in the best interest of the City of Lowell.
- F. Lease is subject to and conditional upon approval of the City Council of the City of Lowell .The City of Lowell reserves the right to refuse to enter into any lease agreement for the selected premises, whole or in part, if the City Council deems leasing said premises not to be in the best interest of the City of Lowell.

2. **GENERAL CONDITIONS**

A. **SCOPE**

- 1. The successful proposer shall provide rental of space to the Lowell Police Department. This space shall house the Lower Highlands community police precinct and its assigned officers and staff.
- 2. The rental contract shall be for a period of three (3) years, with an option to renew for an additional year. The lease is subject to annual appropriation.
- 3. The rental period shall begin **January 1, 2017** and shall continue through **December 31,2019.**
- 4. The premises must be made available for occupancy immediately upon execution of a contract.
- 5. The lease will be subject to cancellation by the City of Lowell upon thirty days notice to the lessor.

B. **REQUIREMENTS:**

- 1. Proposers shall furnish all information requested on the proposal forms.

C. COMPETENCY OF PROPOSERS:

1. Proposer shall have proven experience in lease of property management and shall have sufficient capital to properly execute the contract for the full period.
2. Proposals will be considered only from responsible firms currently engaged in property management.
3. The City of Lowell Police Department acting through its authorized representative shall be the sole judge of the qualifications of the proposer.
4. Real estate taxes and all municipal charges and fees must be current and free of any municipal or other liens on the date of submittal of the response to the RFP, or at such later date determined by the City of Lowell.

D. GENERAL:

1. The successful proposer shall not assign, transfer, or sublet this contract unless specific permission is granted in writing by the City of Lowell Police Department. Any such person or agency thus assuming the contract may be required by the city to execute an amendment to the contract assuming all obligations held by the contractor under the original contract and shall comply with all provisions of the original contract.
2. All awards and contract shall be subject to annual appropriation and funding. The Lowell Police Department reserves the right to budget all available appropriations and funding in the interests of the Lowell Police Department.
3. The Lowell Police Department reserves the right to secure required service or repair from another source and to charge the contractor should they fail to provide the property and services set forth in the specifications.
4. Upon selection of a proposal, the City will notify all proposers of its decision in writing. Such notification does not represent a contract, nor does it commit the city to enter into a lease with the successful proposer.
5. No bid may be withdrawn for a period of 30 days following the bid opening date.

E. PROPOSAL SUBMISSION REQUIREMENTS

Each proposal must include, as a minimum, the following documents:

1. A statement indicating that the property meets the minimum criteria stated in the specifications.

2. A statement indicating the exact location of the property and the parking area provided for the lessee.
3. Additional statements describing how each of the comparative criteria is provided by the rental property.
4. A list containing the names and phone numbers of three former or existing lessees that may be contacted as references. Except if you are a current lesser for the Lowell Police Department
5. A floor plan of the property as it exists, or as it will be after alteration. The plan must show all existing areas, including spaces listed in the specifications, bathrooms, entrances, and common areas.
6. A completed, signed copy of the financial proposal form **“PROPOSAL-RENTAL OF OFFICE SPACE-LOWER HIGHLANDS POLICE PRECINCT”**.
7. A signed copy of the **“CERTIFICATE OF NON-COLLUSION”**.

Proposers may enclose any additional documentation or literature describing the property which they feel will address the specifications and the minimum criteria.

F. EVALUATION COMMITTEE:

The members of evaluation committee will make the recommendations of proposals.

G. VISITATION:

The Committee will, prior to making a recommendation of successful propose, visit the proposed property and evaluate the property in accordance with the comparative criteria.

H. PROPOSAL EVALUATION AND AWARD

1. Proposals will be evaluated and the contract awarded in compliance with applicable statutes of the state of Massachusetts.
2. The City of Lowell, reserves the right to accept or reject any or all proposals, to waive or correct any immaterial informalities therein, and to advertise for new proposals where the acceptance, waiver, or re-advertisement would be in the best interest of the city.

3. The award will be based upon:
 - Compliance with the minimum criteria
 - Evaluation of the comparative items indicated in the specifications.
 - Complete and accurate responses to all items are necessary for the complete and fair evaluation of proposals
 - Evaluation of Property
 - Total 3-year rental cost of property

PURPOSE AND SCOPE OF CONTRACT

The City of Lowell acting through the Lowell Police Department is seeking to rent commercial office space for the purpose of housing a community police precinct in the Lower Highlands area of the City of Lowell. The scope of the contract will be for three (3) years with an option to renew for one additional year.

1. MINIMUM CRITERIA

A. Property Location

The property proposed for rent must be entirely located within the City of Lowell. The specific boundaries must fall within the Lower Highlands neighborhood:

Located in the City Of Lowell within the Lower Highlands Neighborhood, Lord Overpass west on Middlesex to Dover Square south on Dover Street Westford Street east on Westford to School Street-south on School Street to Liberty Street-east on Liberty to Chelmsford Street-north on Chelmsford to Lord Overpass.

B. Property Specifications

- Two (2) Bathrooms Handicap accessible
- Premises must be ready for occupancy January 1, 2017
- A minimum of 1,725 square feet, which includes: two private offices and open area office space capable of accommodating multiple desks.
- Must have street level entrance with glass windows and must be handicap accessible.
- Facilities must be available for day, evening and weekend use (7-day, 24-hour)
- Must grant lessee authorization to perform any/all necessary future security requirements

- Heat and air conditioning must be maintained and included in the rental fee
- Must have a minimum of 5 phone and category five data jacks
- Must be carpeted and in satisfactory condition as determined by the lessee
- Must maintain, keep in good repair and replace when necessary, stairways, common structural supports, roof, foundation, plumbing, windows, doors, air condition system, and the exterior walls and common areas and public areas abutting land upon which the building is situated, as well as parking areas
- Must remove snow and ice from passageways, entrance, sidewalks, common areas and public areas abutting land upon which the building is situated, as well as parking areas.
- Must carry adequate fire and extended coverage insurance on the building of which the leased premises are a part
- Property taxes and any and all fees due the City of Lowell must be current and all property owned by proposes must be free of tax liens as of proposal date and thereafter

COMPARATIVE CRITERIA

Include descriptions of the following:

Located in the City Of Lowell within the Lower Highlands Neighborhood

Physical space and its design

Parking provided for Lessee

Bathroom Facilities

Evaluation will be conducted by the commanding officer and / or project director

Highly Advantageous	Advantageous	<u>Not Advantageous</u>	Unacceptable
Space:			
Walls are a light neutral color preferable white, off white, or light gray.	Walls are a light color not neutral.	Colors dark and neutral.	Walls are dark and not neutral.
Three or more outside windows, which admit natural light.	Two outside windows, which admit natural light.	One outside window, which admits natural light.	No windows which admit natural light
Parking,			
10 or more spaces.	Less than 10 but more than 8 spaces.	Less than 8 but more than 4 spaces	Less than 4 spaces
Parking adjacent to building	1/10 of a mile or less to building	More than 1/10 but less than ¼ of a mile away	More than ¼ of a mile away.
Free Parking in Front of the building	Metered parking in front of building	Parking for limited minutes in front of the building	No parking in front of building.
I-Net			
Premises equipped with institutional network	Lessee willing to pay all charges related to installing I-Net or equivalent, prior to occupancy on January 1, 2017	Lessee willing to pay all charges related to installing I-Net or equivalent, on January 1, 2017	Premises not equipped with institutional network or equivalent

Offerors must NOT submit any cost information anywhere in the Non-Cost Proposal. Non-compliance with this requirement will result in disqualification.

2. COST PROPOSAL

All Cost Proposals must be submitted in 8 ½” X 11” sheets of paper. A separate package containing the one original and one (1) copy of the Cost Proposal must be labeled and submitted as follows:

Title: COST PROPOSAL - PROPOSAL FOR RENTAL FOR POLICE
PRECINCT
From: Name and Address of Proposer
To: P. Michael Vaughn, Chief Procurement Officer
Purchasing Department
375 Merrimack Street, Room 60
Lowell, MA 01852

I hereby propose to lease office space to the Lowell Police Department according to the specifications dated

Monthly Lease Amount \$ _____

Total of three (3) year Lease \$ _____

Three (3) year period beginning January 1, 2017 ending December 31, 2019

Option Year Monthly Lease Amount \$ _____

Name of bidder: _____

Address: _____

Telephone: _____

By: _____
Authorization Signature

Date: _____

EXHIBIT A - NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, C. 40 S. 4B-1/2. Please include it in your non-cost proposal.

The undersigned certifies 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.

Name of person signing proposal

Name of Company

EXHIBIT B - TAX COMPLIANCE STATEMENT

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

* Signature of Individual
or Corporate Name (Mandatory)

Corporate Officer

** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. C. 62C S. 49A.

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED



RFP 17-25
LEASE OF SPACE FOR POLICE SUBSTATION
LANDLORD'S BENEFICIAL INTEREST DISCLOSURE
STATEMENT

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 Planning and Operations, as required by M.G.L.c7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public Agency involved in this transaction: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: _____ Sale _____ Lease or rental for _____ (term):

4. Seller(s) or Lessor(s): _____

Purchaser(s) or Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. NOTE: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it

must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations 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: _____

Personally appeared the above-named _____, and being sworn, deposed, and says that he is the person named, and who signed the foregoing, and that the statements therein are true.

(Notary Public)

My Commission Expires: _____