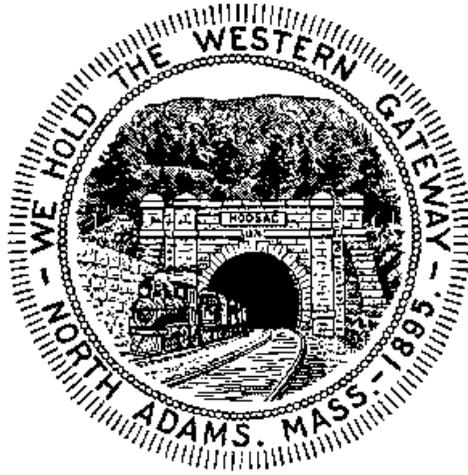


CITY OF NORTH ADAMS



REQUEST FOR PROPOSALS

RFP #“NA-2015-005



Reuse & Occupancy of the Armory Facility into a new *Community Youth Center*

City of North Adams
Office of Community Development
City Hall – 10 Main Street
North Adams, MA 01247

**Request for Proposals
Reuse & Occupancy
of the Armory Facility**

Table of Contents	Page
Cover Sheet	i
Table of Contents	ii
Transmittal/Project RFP Ad	3
I. PURPOSE AND BACKGROUND	4
Location-Overview	4
Transportation	4
Neighborhood Description	4
II. PROPERTY DESCRIPTION	5
Lease Areas	6
Utilities	10
Zoning and Development Review	10
Parking	10
III. PROPOSAL OBJECTIVES	11
Minimum Criteria	11
Other Programming Preferences	12
IV. PROPOSAL SUBMISSION & REQUIRED MATERIALS	15
RFP Inquiries	15
Site Tour	15
Proposal Format and Instructions	15
Proposal Content Requirements	16
V. PROPOSAL EVALUATION CRITERIA	18
Minimum Criteria	18
Comparative Criteria	18
VI. PROPOSAL SELECTION PROCESS	19
VII. RFP SCHEDULE	20
VII. GENERAL TERMS AND CONDITIONS	21
<i>Exhibits</i>	23
I List of Required Proposer Signatory Forms	24
II Locus Map	34
III Proposed Lease Payment Form	35

I. PURPOSE AND BACKGROUND

The City of North Adams is pleased to issue this Request for Proposals (RFP) for the reuse and occupancy of the former armory facility at 206 Ashland Street in North Adams, Massachusetts. The City acquired ownership of the property in January 2007, and since that time, has been working upon its adaptive reuse into a new and vibrant community youth center.

The City's Office of Community Development has served at the project's helm since the beginning upon its formal acquisition from the Commonwealth of Massachusetts, and throughout every phase of rehabilitative efforts thereafter. It is the goal of the City to lease the entire facility to an entity that can provide not only their respective services, but the desired programmatic elements that the City envisions to ensure a quality community youth center.

Location -- Overview

The City of North Adams is located in Berkshire County in the northwest corner of the Commonwealth. Berkshire County is renowned throughout the Northeast for its beautiful mountain vistas, charming towns, and pastoral farms. Well over a million tourists travel annually to the area to experience the Berkshires' unique combination of scenic beauty and high quality cultural attractions. Located approximately 3 hours away from North Adams is the City of Boston and New York City, as well north Berkshire bordering the nearby States of Vermont and New York, with Connecticut not far off as well.

North Adams, with approximately 13,000 residents, is the County's second largest municipality behind the City of Pittsfield, and is the only other city within the county. North Adams too offers many of its own cultural and scenic assets such as the western portal of the famous Hoosac Tunnel, Natural Bridge, Western Gateway Urban Heritage State Park, the new Reservoir Road Scenic Byway that traverses up to the Mt. Greylock State Reservation, site of the Revolutionary Fort Massachusetts, its five-star Historic Valley Campground and Windsor Lake Complex, the Noel Field Athletic Complex (home the of New England Collegiate Baseball Team—North Adams Steeple Cats), and the site of the largest contemporary arts museum in the country, MASS MoCA.

Neighborhood Description

The armory facility is located on 206 Ashland Street, which serves as Route 8-A connecting downtown North Adams from it southerly route. This area of Ashland Street is a mix of commercial and residential properties. Major focal points to its north are the main offices of the North Adams Housing Authority with its high-rise and low-rise apartment buildings, the Mary Spitzer Senior Center, and the new Clark-Biscuit apartments juxtaposed on the westerly side of Ashland Street. Due south and south east is the campus of the Massachusetts College of Liberal Arts (MCLA) with an approximate student body of 2,000. Ashland Street is a very busy corridor, and in the making is a planned "Walking Loop" to foster and integrate a better connection between MCLA and to Main Street that is about four blocks north of the armory.

II. PROPERTY DESCRIPTION

Nestled upon 1.7 acres, the original use of this approximate 32,000 square foot, three-story building was that of being an armory National Guard barracks. The facility operated this way from its inception in 1932. With the reduction of such military operations across the Commonwealth over the last fifteen years, the City saw this property as opportunity and its subsequent desire to transform it into a new community youth center.

After acquiring the property in January 2007, the City has embarked upon a very aggressive rehabilitation effort. The vast majority of the capital improvements have been financed from the federal Community Development Block Grant (CDBG) program through the State Department of Housing & Community Development. FY'06 CDBG funds equal to \$205,000 allowed for its purchase, and this, coupled with an FY'04 Economic Development Initiative (EDI) grant, also funded the initial architectural design work. This work led to a *Building Analysis Report* that has assisted the City over the years on the various improvement phases. With the initial use of the EDI moneys, all major roofing work was completed, along with the installation of a new gym floor that suffered from years of water damage from roof infiltration from several areas.

A Phase II worth of improvements, funded also with FY'07 CDBG funds, saw the completion of new exterior stair rebuilding along with new adjoining walkways at both the front main and side stair locations. These improvements were completed in the fall of 2008. The Phase III work was centered upon the design of a new handicap elevator funded with a FY'08 CDBG earmark of \$41,000, and the FY'09 grant term invested about \$323,000 for the construction of the elevator and new entry vestibule on its Porter Street side. This segment was completed December 2010.

The FY'10 effort was for a very substantial fifth phase of work with another \$818,000 of CDBG moneys being invested. This phase up-graded the electrical service with 3-phase voltage, something that was needed to make the new elevator operable. Two new heating systems were also installed, one for the gymnasium and other new roof top units for the balance of the building spaces. Additional ADA compliance work was addressed through two new restrooms on the main floor, a new concession room in the gym, and the removal of a failed exterior concrete ramp that used to feed into the gym on its easterly side. A sixth phase, also CDBG funded from FY'11 (about \$368k), coupled with additional EDI funds equal to about \$195,000, saw all new primary window replacements throughout the building, along with a new interior sprinkler system installation, as well as design work for the Phase VII campaign. The Phase VII campaign (CDBG funds at \$300k) saw the substantial interior office fit-out work on the first floor and the majority of the top floor at its northerly end that was completed in the early summer of 2014.

The Phase VIII work was completed by the end of September 2014, and saw another \$389,791 of CDBG investment. This was for remaining substantial interior office fit-out work on the second floor, its completion of the HVAC system for those second floor spaces, the start of addressing the antiquated spaces at the basement or grade level, such as the commercial kitchen and mess hall that tackled the intensive effort on the antiquated plumbing system.

It is important for a potential proposer to be cognizant of at least two more major work campaigns. Phase IX is planned for bidding in the latter part of March 2015, with

actual construction lasting thereafter to most likely the end of the 2015 calendar year. This work will complete the grade level spaces such as the commercial grade kitchen, mess hall, and uni-sex restroom. Beyond this, a tenth phase is being planned for the FY'15 CDBG program year that will run from July 1, 2015 through December 31, 2016. This will install a new parking lot on the easterly and south easterly sides of the building where new parking is sorely needed in order to augment the existing parking at its northwest lot and the existing small lot on the southerly side near the entry vestibule. It is hoped to incorporate other complementary work within this phase, such as new signage, fencing, drainage, curbing, lighting, landscaping, along with a tot-lot or small playground installation if such items can be afforded. The other segment of this phase will be other interior work for the remaining grade-level spaces, most notably the large garage. The scope of this interior work though will be dictated as to how respondents may foresee their use of this space as a potential anchor tenant. Some respondents may wish to keep a large garage area, thus more money could be used by the City on the parking lot segment, and vice versa.

Therefore, a fair portion of the Phase IX work, plus all of the Phase X work will most likely be in progress during the first part of the new renting of the facility.

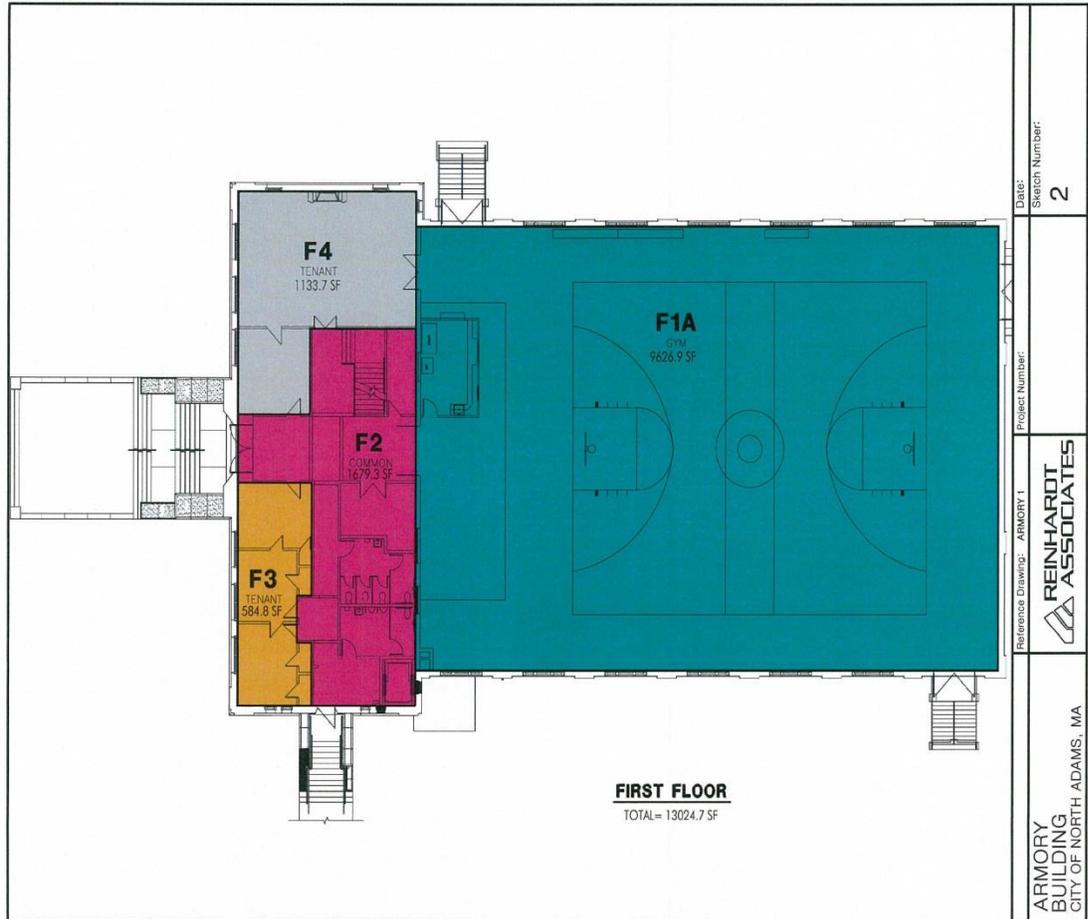
Lease Areas

The entire building will be available for lease, but the main lease spaces, which could be looked at in acting like office *suites* or *departments*, are situated on the first and second floors. These areas are highlighted as follows, which are keyed to its accompanying floor sketches on the next three pages:

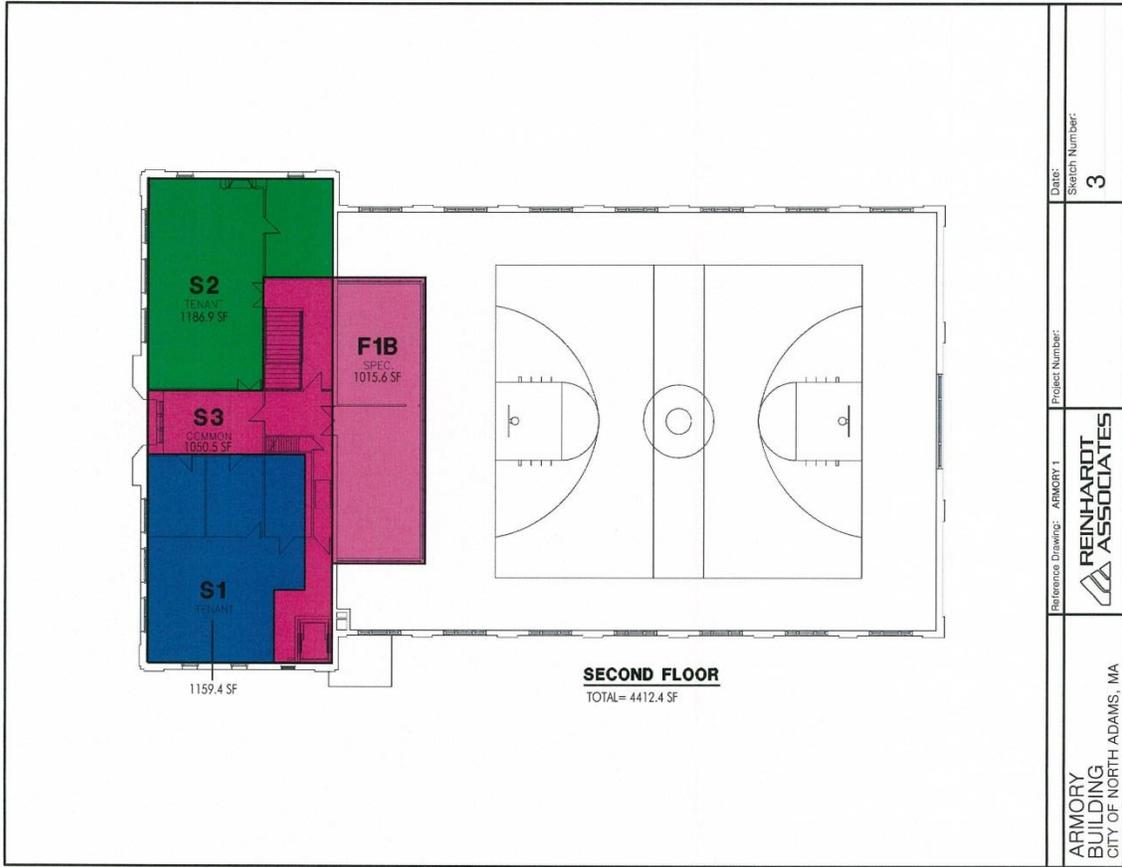
▪ 1 st Floor right (F3, south, shaded gold)	585 SF
▪ 1 st Floor left (F4, north, shaded gray)	1,134 SF
▪ 2 nd Floor right (S1, south, shaded blue)	1,160 SF
▪ 2 nd Floor left (S2, north, shaded green)	<u>1,187 SF</u>
Total approx. SF	4,066 SF

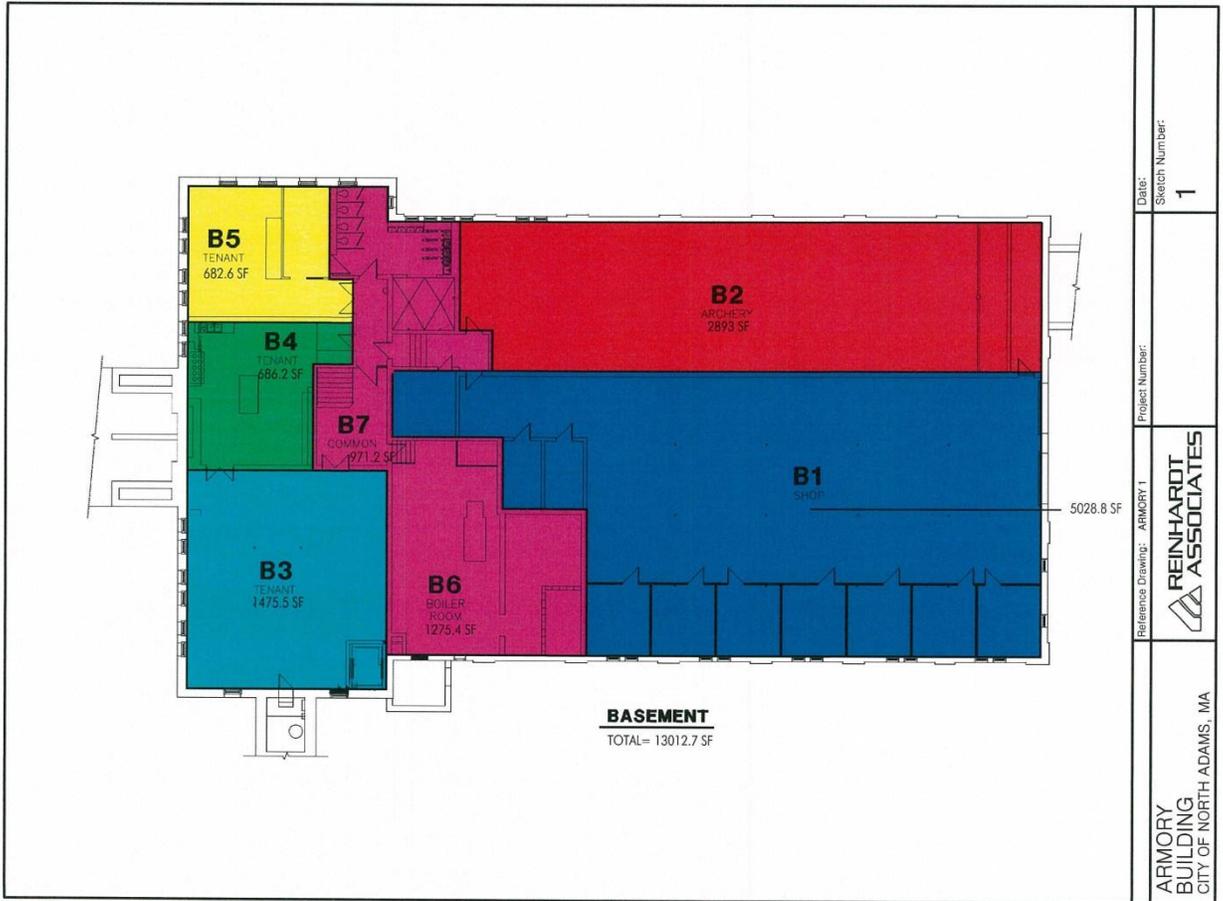
The other main space on the first floor that is highly utilized is the gymnasium and its concession stand. Over the last approximate ten years or so, the gym has been utilized by a youth basketball organization that runs their league from the end of October through the end of March in any given year. It is hoped that this can be sustained, and therein lays an opportunity for the sub-leasing of the gym. *Preferences* for various programming elements are more formally delineated in Section III (Proposal Objectives) as discussed further below.

There are also two other sizable spaces at the grade level. The former shooting range (shaded red, B2 at about 2,893 SF) could serve as a great space in which to teach kids archery, martial arts or other disciplines. It may also serve as a cool space for the production of youth theater. The bigger blue shaded space (B1) on its adjoining side is essentially the garage with about ten cold storage spaces coming off of it. This space is an excellent opportunity for storage of a food and clothing type of operation. The adjoining and sizable garage would allow small trucks to easily deliver and transport back out various finished products for such activity continuously throughout the year. All of the spaces juxtaposed to the garage would serve as great storage for dry goods, clothing, supplies, sporting team supplies, equipment, uniforms, etc. This could also serve as new potential office spaces.



Reference Drawing: ARMORY I	Project Number:	Date: Sketch Number:
REINHARDT ASSOCIATES		2
ARMORY BUILDING CITY OF NORTH ADAMS, MA		





Reference Drawing: ARMORY 1	Project Number:	Date:
ARMORY BUILDING CITY OF NORTH ADAMS, MA	REINHARDT ASSOCIATES	Sketch Number: 1

Utilities

All municipal utilities are available to the site. Public water and sanitary sewer are supplied by the City of North Adams, electrical service is supplied by National Grid, tele-cable by Time-Warner, and telephone from Verizon. In regards to water, a new water main was installed to the building in order to accommodate the building's new sprinkler system. There is a mechanical room at the northwest corner of the grade level where this huge water main enters. This area is shaping up in being a great space for custodial supplies, small repair maintenance shop, or storage.

Zoning and Development Review

The site is currently zoned Residential (CA-2). Generally, commercial, professional office and business services are an allowed use. Therefore, no zoning issues are anticipated with the rent-up of the building. If some reuse scheme lends itself to some other type of a scenario, such new use would have to be approved by the North Adams Planning Board.

Parking

There will be sufficient on-site parking available for the entire building. There is a parking lot on the north westerly side of the facility entered off of Ashland Street, and there is parking coming off of Porter Street to the extreme southerly side near the entry vestibule. As previously explained, the City plans on using future CDBG grant funds in which to do install a new parking lot on the easterly and southeasterly sides. This is slated for the 2016 CDBG programmatic year as previously mentioned.

III. PROPOSAL OBJECTIVES

The City of North Adams invites all qualified interested parties to respond to this *Request for Proposals*. Responses to the RFP will be utilized by the City to select an appropriate tenant for the lease-up and reuse of the entire facility. Proposers to this RFP understand that information they provide may be used in whole or in part by the City.

It should also be noted by all potential respondents that the provisions of MGL C. 30B will govern any lease(s) awarded as a result of this RFP. The City of North Adams will accept the most advantageous offer from a responsive and responsible Proposer, taking into consideration all evaluation criteria and price. The City reserves the right to accept or reject any or all proposals, to waive any informalities in the selection process, and to enter into a lease with other than the Proposer the highest quality of minimum offering the highest lease payment, if, in its sole discretion, the City deems it to be in the public's best interest to do so. A responsive proposer has met all requirements and submitted all documents required in this solicitation. A responsible proposer has the capability to perform the lease requirements and the integrity and reliability which assures good faith performance.

As stated previously, it is the goal of the City to transform the former armory building into a new community and youth center in order to provide such a facility to local residents. The vast majority of the major capital improvements that have been made since 2007 have been financed by federal Community Block Grant (CDBG) program moneys through the State Department of Housing & Community Development. The primary goal of the CDBG program is to assist and benefit low income individuals. To that end, the City has developed a preference to lease the space to social service and/or other similar type of agencies. It is in this vein that the following priorities have been developed in order to attract a creative, vibrant, committed and highly energetic tenant that can achieve these preferences as outlined below.

As also previously stated above, there are four main suite-like tenant spaces within the first two floors of the building. Rather than rent the spaces individually, City desires to rent the entire facility to just one tenant (*super tenant*). The *super tenant* will occupy the entire building, set up their respective office and programs within, conduct said programming on a regular basis, pay a nominal monthly rent for a period of years, and take on the responsibilities in the normal management, use, and care of the entire facility.

Minimum Criteria

The following tenant elements are considered by the City to be of a minimum of required tasks of that shall be provided for by the *super tenant*, with all of them to be provided for on a regular and continual basis. These are as follows:

- 1) The prospective *super tenant* will provide services that will support a use, programs or activities that are geared to the benefit of the entire community, with an emphasis to low income individuals and families in order to help to sustain and improve their quality of life. As such, preference will be given to social service, not-for-profit type agencies as stated above.
- 2) The prospective *super tenant* will be responsible for all operational and utility costs of the building that shall include heating, cooling, electrical, phone/data, normal

and regular maintenance that shall include normal repairs, domestic water, and insurance coverage for their own operational items and agency equipment. Regular maintenance here shall mean normal and regular grounds-keeping such as lawn care, trimming and associated work thereto, and all snow maintenance tasks during the winter months. The City will cover its own building hazard and liability insurance, and major capital improvement repairs.

3) The prospective *super tenant* must be able to demonstrate a successful business operation and be able to provide an effective management structure in order to ensure the long term sustainability of their agency, and demonstrate their licensure and qualifications to perform such work.

4) The prospective *super tenant*, as part of its proposal, will submit a proposed rental structure including monthly payment (which may remain constant or change throughout the lease period), and in-kind service provision in lieu of some portion of the rental cost (see "Other Programming Preferences," below). The proposal should include a proposed length of lease terms, yet for a maximum period not to exceed three (3) years. This could be achieved by proposing a 1-year term with automatic extension renewals or by a 2-year term with an automatic 1-year extension. This could also be achieved with one full 3-year term from the start. No matter how the base term may be proposed, the full tenancy period, both its base period plus extensions as may be presented, in no way can exceed a three year period. Any term beyond three years would require formal City Council approval, and is why this RFP is putting forth a three-year term. The rent structure at that renewal period, if applicable, will be carried forward in the same manner and fashion. The City is trying to provide some degree of flexibility here as different entities may have different needs during this time frame. Once selected, the respondent will engage with the City to develop a formal lease agreement that will be presented to the selected anchor tenant at the appropriate time for its final review and execution.

Other Programming Preferences

The following items are additional preferences that the City wishes to achieve during the course of the term of the tenancy. There have been key areas that have come to the forefront, as the City has completed its Comprehensive Master Plan, entitled "*North Adams Vision 2030*," and it is therefore critical that the City try to capture some of these programming elements as this facility adapts into a new community youth center. Respondents that can fulfill and appropriately address these tasks will be given greater preference. In order to help deliver with some of these programming elements, the use of sub-tenants is encouraged, and will be allowable by the super-tenant so long as said sub-tenant is qualified and approved to by the City. The following programming elements are not necessarily in order of priority, as the City fully realizes that potential anchor tenants are unique and therefore may not have the ability in the delivery of all other programming desires of the City. The sustainability and quality of the programming elements that can be delivered is more important than achieving this complete list.

1) There will be a preference given for the provision of a youth drop-in center. Use of the facility in order to provide area kids with a safe, well-supervised place to do homework and receive tutoring, play games, explore art activities, or simply spend time with friends. Staff and volunteers, possibly including college students (from nearby Mass College of Liberal Arts--MCLA), may be resources to mentor younger people as they work on study, athletic, and social skills. Examples of youth drop-in centers can

be found at the Williamstown Youth Center and the Dalton Youth Center (part of the Dalton CRA).

2) There will be a preference given for the provision of a veteran's drop-in center with programming. It is desired that this program be developed in collaboration with the City's Veterans Services Department.

3) There will be a preference given for the provision of youth alcohol and substance abuse counseling, which is seen as a critical area for the local youth population. The ideal program will offer such services on a weekly basis with effective ties with the municipal school system, especially the local high schools.

4) There will be a preference given for the provision of some programming for the local senior citizen population, especially given the close proximity of this facility to the Mary Spitzer Senior Center and the North Adams Housing Authority. The creation and scheduling of various senior programs to be conducted on a regular basis, in collaboration with the Spitzer Center is the goal. This facility has limited space for activities such as walking, exercise classes, and group gatherings. The *North Adams Vision 2030* plan has clearly identified an aging local population, and helping to identify and bring forth new activities in conjunction with the local senior center is considered to be a key programming element by the City.

5) There will be a preference given for the development and provision of programming related to arts/culture centered upon the youth. There are two other local assets in North Adams linked to this effort – "Kidspace" (located at MASS MoCA) and one being the fine and performing arts' program at MCLA (its campus is within two blocks of the armory). After school programs are envisioned where youth can explore and expand artistic opportunities, while forging a critical link to the two other local artistic venues as specified above, as well as cultural activities in the community as a whole.

6) There will be a preference given for the development and provision of some type programming related to food, clothing and similar functions for those sectors of the local challenged population. Internal to a new community youth center, a full commercial kitchen will be available near the end of 2015. Access to such an internal asset is envisioned to allow the *super tenant*, or their potential sub-tenants, the opportunity to prepare food and delivery for the less fortunate, clothing drives, possibly weekly meals for appropriate clientele, along with other similar uses that will help to provide quality nourishment and clothing. The use of sub-tenants will be allowed to provide this significant function. The notion of a commercial kitchen for local food production is also something desired by the northern Berkshire community and could be a compatible activity here.

7) There will be a preference given for the provision of a *reservation and scheduling program* for all municipal sporting functions across all level of sports that utilize City-owned facilities. This, at a minimum, would cover such events as Youth T-Ball, Little League, Babe Ruth League, Lassie League, Pee Wee and Junior-level football, all youth soccer, all youth summer and winter basketball leagues, etc. The program and its associated scheduling function would entail inventorying all municipal fields, courts (indoor and outdoor), etc; and being able to develop dates and times for sporting events and practices. Users would solely go through this program to schedule, book and pay for all said activities. The fees would be shared by the City and the super tenant, the structure of which to be developed in partnership. A key component of this effort is working as a liaison to the City's Parks & Recreation Commission to establish

policy, protocols and guidance for the various user groups. Semi-annual review and feedback is envisioned as various sports change with seasons so that overall operations may be improved, and to help establish a more effective user fee system in the longer term. The City is trying to establish “one-stop” shopping for all field, court and venue use. The Office of Community Development and Department of Public Works will provide support to the super tenant as they develop this process and reframe it as necessary once implemented.

Related to this, the super tenant shall control and maintain the building’s gymnasium along with its interior concession for its own use and/or its future rental potential, and it is therefore a requirement that this gym be available as part of one of the indoor court venues that has maintained a successful winter youth basketball program for about the last ten years. The intent by the City is to see the super tenant maintain the availability for this basketball league as best as practical. This league typically runs from early November through the first week of April, which includes nightly games during the week along with weekends. Regular practice times are also utilized by the league. How this future relationship can be structured is up to the super tenant. The gym is also lined for volley ball, and its correlating equipment is on site for potential future volley ball leagues and/or instructional uses.

8) There will be a preference given for the provision of other creative and supportive programs that enhance quality of life in North Adams, support existing programs and activities, and as necessary, fulfill emergent community needs. Possibilities here could range from social activities (i.e. Fall Foliage dinner dance), counseling centered on health care, literacy training, provision for those in need (i.e. food and clothing drives), recycling efforts, and other like activities. Activities like these are not required to be sustained by the *super tenant* alone, but the willingness and interest in including the greater community from this new community youth center is seen as providing additional benefits.

Relative to both the required minimum criteria and the additional preferred programming preferences, the City requests an opportunity to provide feedback on these areas, as well as the general operations and overall management of the facility. This feedback and review would be akin to a *Facility & Programming Commission*. This group is envisioned to be a small consortium of super tenant and city individuals, and is seen by the City as an effective way to evaluate these areas on at least an annual basis.

IV. PROPOSAL SUBMISSION AND REQUIRED MATERIALS

All potential proposers to this RFP understand that any and all information they provide may be used in whole or in part by the City of North Adams.

In order for a response to be considered and evaluated, prospective responders must submit a complete response to this RFP. One (1) original and four (4) copies of the proposal must be submitted to the Office of Community Development, City Hall – 10 Main Street, North Adams, Massachusetts 01247, Attention: Michael F. Nuvallie, no later than 4:00 PM local time, on **Monday, May 4, 2015**, after which time all proposals will be taken to the 2nd Floor Conference of City Hall and opened and read aloud only as to the official name and address of each proposer.

RFP Inquiries

Prospective responders must direct questions in writing to both persons of the Office of Community Development as follows:

Michael F. Nuvallie, Director
Office of Community Development
City Hall – 10 Main Street, Rm. # 213
North Adams, MA 01247

Mackenzie Greer, City Planner
Office of Community Development
City Hall – 10 Main Street, Rm. # 213
North Adams, MA 01247

Email: ocd@northadams-ma.gov
Phone: 413-662-3000 (x-3227)
Fax: 413-662-3149

mgreer@northadams-ma.gov
413-662-3000 (x-3266)
413-662-3149

Formal questions are due no later than 4:00 PM on Thursday, April 23, 2015. All questions will be answered in writing and distributed to all holders of the RFP by Monday, April 27, 2015 by 4:00 PM.

Site Tour

The City will conduct a pre-submittal tour of the armory facility on Monday, April 6, 2015 from 9:00 to 11:00 AM. Attendees will convene outside the vestibule entry door on the south side of the building off of Porter Street. Parking is available both along the Porter Street side of the building, as well as the parking lot to the northwest off of Ashland Street. City representatives will be available to respond to questions.

Proposal Format and Instructions

Proposals must be concise, organized in response to the submission requirements, and formatted as standard 8½” by 11” pages. All supporting documentation must be on paper no larger than 11” by 17”. Responses must be sealed and clearly marked with the following: **“RFP # NA-2015-005 – Reuse & Occupancy of the Armory Facility** with the responding entity’s name and address. All required copies of the response shall be submitted within a single sealed envelope or box. In addition to the Content Requirements, all proposals should address the Proposal Objectives.

Proposal Content Requirements

Proposals must be organized according to the following format, and address each of the points detailed below. Proposals shall include sections numbered consecutively and each section must be clearly marked with a tab.

Tab 1 – Letter of Intent

A letter of intent signed by an authorized person of the not-for-profit/social service agency or other entity to bind the Proposer, which must identify all parties to the proposal. Include the name, address, and telephone number of the person(s) authorized to submit and discuss the proposal. The letter must clearly state the intention of the Proposer, if selected, to enter into a Lease Agreement with the City of North Adams, within the time frames specified and in accordance with the terms and conditions as specified herein.

Tab 2 – Intended Use

a. Minimum Criteria: The following is in response to the four main areas of Section III of the proposal, **Proposal Objectives**, which must be minimally met in order for a proposal to be considered responsive.

Provide a narrative description of the intended use of the facility, to include the types of services your agency provides, the normal hours of operation, staffing, etc. Please identify any physical improvements anticipated, if any, and please specify if there are any limitations or special circumstances that the City may need to be aware of. For example, describe alterations to the existing garage space in order to accommodate particular aspects of your program or activities. Any new developmental alterations to the building must provide clear information about how the super tenant will pay for said work, along with a corresponding time line.

Proposers must provide within this section how they plan on conducting the normal routine maintenance and care of both the building and its grounds, such as in-house provided versus the contracting out of these services. Proposers should also identify any special conditions that they may wish to propose or ask the City to provide as part of the final Lease Agreement.

Proposers shall submit as part of their proposals a timetable of anticipated completion dates for their respective project milestones (“Project Schedule”). The Project Schedule should list each the date as to when they see themselves in occupying the building, when they will become open and operational for the provisions of their services, etc.

b. Preferred Programming Elements: The following is in response to the “Other Programming Preferences” section of the proposal -- the programming elements that the City desires, in whole or in part, to be incorporated into the final reuse and occupancy of the building. The proposer must provide a full and comprehensive narrative for each element that they plan on including during their term of lease, whereby inclusion means on a regular and continual basis.

Tab 3 – Financial Responsibility

In order to evaluate the financial responsibility of Proposers, the City will contact credit references. Include the company/organization name, contact person, address and phone number of at least three (3) credit references. Part of the financial review and evaluation for this segment will take into account the past performance of the agency and/or persons within the organization. Should any additional and new substantial leasehold improvements are to be proposed, identify the intended sources of funds to be invested within the specific area of the facility, and any public financial assistance or other support needed to carry out your services

Tab 4 – Proposal Submission Forms

Complete and sign the required forms and certifications, which are shown in the Section I of the *Exhibits* section:

- Exhibit I-A Tax Payment Certification*
- Exhibit I-B Certification-Lobbying*
- Exhibit I-C Affidavit of Compliance*
- Exhibit I-D Non-Conclusion Affidavit of Prime Proposer*
- Exhibit I-E Debarment Certification*
- Exhibit I-F Nondiscrimination Affidavit*
- Exhibit I-G Disclosure of Beneficial Interests*

V. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the criteria below. In general, proposing agencies must be responsive to the requested information set forth in this RFP.

Minimum Requirements:

- A proposal that includes all of the information specified in parts 1 through 4 within Section III of this RFP, which spells out the minimum requirements, and as further delineated in the Proposal Content Requirements as seen in Section IV, and whereby the Proposer has the capacity, integrity, and reliability to perform under the lease agreement and effectively manage and maintain the facility.

A proposal that fails to meet the minimum requirements will be deemed non responsive, and will be ranked as *Unacceptable*.

Competitive Requirements:

- A proposal that meets the minimum requirements only, albeit responsive, will be ranked as *Not Advantageous*.
- A proposal that meets the minimum requirements and can substantially demonstrate and provide at least two (2) of the other additional *Other Program Preferences* as shown in Section III, will be ranked as *Advantageous*.
- A proposal that can substantially demonstrate and provide the above, plus additional *Other Program Preferences*, will be ranked as *Highly Advantageous*,
- A proposal that can substantially demonstrate and provide the minimum requirements, and all 8 *Other Program Preferences*, will be deemed as *Most Advantageous*.

VI. PROPOSAL SELECTION PROCESS

After the proposal deadline, the City's Tenant Selection Committee will review all submitted proposals to ensure they meet the Proposal Submission Requirements outlined in this RFP. Failure to meet the Submission Requirements may constitute the basis to eliminate that proposal from further consideration.

Following this initial review, proposals will be evaluated and ranked by said committee relative to the evaluation criteria previously. A short-list of qualified Proposers may be recommended to go on to an interviewing phase if so desired by said committee. The purpose of the interviews is to discuss details of the proposals and to allow for the evaluation of personal styles of each proposer's management and their key personnel, and how well the firm matches up with the project evaluation criteria. Present at the interview should be the firm's key management representative plus their key personnel.

The most advantageous proposal from a responsive and responsible Proposer, taking into consideration all evaluation criteria set as contained herein on this RFP, will be selected for lease award considerations. After approval of the Office of the Mayor, the selected Proposer and the City will enter into negotiations on the final terms of the formal Lease Agreement.

VII. RFP SCHEDULE

The table below outlines the proposed timeline with respect to this RFP process.

Date	Time	Action
03-25-15	12:00 PM	Request for Proposals Issued
03-25-15	8:00 AM	Central Register Posting
03-25 & 04-01-15	8:00 AM	Advertisements in Berkshire Eagle
04-06-15	9-11:00 AM	Site Tour of Facility
04-23-15	4:00 PM	Written questions due to the Office of Community Development
04-27-15	4:00 PM	City responses to all questions to all RFP plan holders
05-04-15	4:00 PM	Proposal submissions Due
05-05-15	8:00 AM	Selection Committee Review Process
05-14-15	4:00 PM	Recommendation to Mayor for Award Considerations
05-18-15	12:00 PM	Formal Award
05-19-15	9:00 AM	Lease Negotiation
06-01-15	8:00 AM	Lease Execution

VIII. GENERAL TERMS AND CONDITIONS

1. All proposals must comply with the provisions of Massachusetts General Laws Chapter 30B.
2. If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed, e-mailed or faxed to all Proposers on record.
3. This RFP does not represent an offer or commitment by the City of North Adams to enter into an agreement with a Proposer or to pay any costs incurred in the preparation of a response to this RFP. This RFP and the selected Proposer's response to this RFP may, by reference, become part of a formal agreement between the City and the Proposer.
4. The City intends to adhere to the schedule and dates specified in this RFP. If revisions made to this RFP make it necessary, the proposal due date and all subsequent dates may be extended with written notice of such changes sent to all Proposers on record.
5. The City of North Adams shall award the contract to the Proposer(s) whose proposal is deemed to be most advantageous to the City, as defined by the evaluation criteria contained herein this RFP. The City may, at its sole discretion, determine that no lease award shall be made. The City reserves the right to reject any or all proposals. Final acceptance of any proposal is the responsibility of the Office of the Mayor.
6. All proposals submitted in response to this RFP, plus any other related materials submitted by Proposers, will become the property of the City of North Adams and will not be returned to proposing entities.
7. By submission of a proposal, the Proposer agrees, if its proposal is accepted, to enter into a Lease Agreement with the City of North Adams that incorporates all of the requirements of this RFP, which shall become an integral part of the final Lease Agreement. A draft Lease Agreement will be subsequently be presented to the winning Proposer after lease award for review and execution. The Proposer further accepts all of the terms and conditions of this RFP.
8. Upon award of the lease, the Proposer will then be referred to as the Successful Proposer or Prospective Tenant.
9. The Prospective Tenant must agree to abide by the City's Smoking Bylaws, which includes this facility, and shall be bond with the final Lease Agreement.
10. A proposal must be signed as follows: 1) if the Proposer is an individual, by her/him 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.

11. All enclosed regulatory proposer signatory forms, as shown in its respective *Exhibit's* section, must be signed and enclosed. Proposals will be rejected if any are inadvertently omitted.
12. All proposals must meet all of the requirements as identified in this RFP. Proposed lease payment submissions must be on the enclosed form (*Exhibit III*) and signed by an authorized official.
13. The City reserves the right to waive minor informalities or allow Proposers to correct them.
14. The City of North Adams may cancel this RFP, or reject in whole or in part, any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City for any reason.

The City of North Adams has provided certain plans, drawings and other due diligence materials in this RFP. It is understood and agreed that these materials are not intended or represented to be complete and are provided for informational purposes only and not for the reliance of any responder to the RFP. Responders should perform their own due diligence prior to submitting their response.

EXHIBITS

EXHIBIT I

List of Required Proposer Signatory Forms

<i>Exhibit I-A</i>	<i>Tax Payment Certification</i>
<i>Exhibit I-B</i>	<i>Certification-Lobbying</i>
<i>Exhibit I-C</i>	<i>Affidavit of Compliance</i>
<i>Exhibit I-D</i>	<i>Non-Conclusion Affidavit of Prime Proposer</i>
<i>Exhibit I-E</i>	<i>Debarment Certification</i>
<i>Exhibit I-F</i>	<i>Nondiscrimination Affidavit</i>
<i>Exhibit I-G</i>	<i>Disclosure of Beneficial Interests</i>

EXHIBIT A

TAX PAYMENT CERTIFICATION

Chapter 233 (Section 35 and 36) of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of goods and/or services to attest under the penalty of perjury that he is in compliance with all laws of the Commonwealth relating to taxes.

To comply with this requirement, please sign the form below and return.

Any person failing to sign the Attestation Clause shall not be allowed to obtain, renew, or extend a license, permit or contract.

Pursuant to M.G.L. Chapter 62C, Section 49A, 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 the law.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

Date

by _____
Name

EXHIBIT B

CERTIFICATION - LOBBYING

The Undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name, Title

Date

EXHIBIT C

AFFIDAVIT OF COMPLIANCE

_____ Massachusetts Corporation

_____ Foreign Corporation

_____ Non-profit Corporation

I, _____, Principal of _____,
whose principal office is located at _____, do
hereby certify that the above-named corporation has filed with the Commonwealth of
Massachusetts' State Secretary all certificates and annual reports required by M.G.L. Chapter
1566B Section 109 and by Chapter 181 Section 4 (as applicable).

Signed under penalties of perjury this _____ day of _____, 20____.

Signature and title of responsible company officer:

Principal

Corporate Seal (Affix Below)

EXHIBIT D

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of Massachusetts

County of Berkshire ss

_____, Principal, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of North Adams or any person interested in the proposed Contract; and
- (5) This price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder, or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed): _____

(Title) _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public

My commission expires _____

EXHIBIT E

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (For Use in Procurement Contracts)

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation or act upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Tel: 617-565-5250).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except of transactions authorized under paragraph 5 of these instructions, if a participant ~~29~~ in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspensions and/or debarment.

A) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Witness

Name, Title

Date

EXHIBIT F

NONDISCRIMINATION AFFIDAVIT

Project: Reuse & Occupancy of the Armory Facility
 City of North Adams, Massachusetts

Commonwealth of Massachusetts
County of _____ ss

The undersigned being duly sworn, deposes and states that he/she is the sole owner, partner, president, treasurer, or other duly authorized agent or official of

Name of proposer as appearing in submitted proposal

Address of proposer (including Zip Code)

Telephone number of proposer

Social Security or Federal ID #

and certifies, UNDER PENALTIES OF PERJURY, that to the best of his/her knowledge and belief, said bidder has not, either directly or indirectly, discriminated against any employee or applicant for employee because of his/her race, color, religion, national origin, sex, sexual orientation, age, mental or physical disability. Additionally, bidder has complied with all provisions and requirements of the Equal Opportunity, Antidiscrimination and Affirmative Action Programs.

Signed under penalties of perjury

Signature

Printed Name

Title

Date

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose

Notary Public

My commission expires _____

EXHIBIT G

DISCLOSURE OF BENEFICIAL INTERESTS
ACQUISITION OR DISPOSITION OF REAL PROPERTY

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 and Maintenance, as required by M.G.L. c. 7, §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. Description of the real property:

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

4. Lessor(s): _____

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

5. *Continued*

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 Asset Management and Maintenance within 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: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

Date: _____

EXHIBIT II

Locus Map



Approximate boundary of the armory facility is outlined above in red.

EXHIBIT

III

Proposed Lease Payment Form

PROPOSED LEASE PAYMENT

Rule of Award: The City of North Adams will accept the most advantageous proposal from a responsive and responsible Proposer, taking into consideration all of the evaluation criteria and lease payment. The tenancy period is envisioned to begin on or about June 1, 2015, or within the next few weeks thereafter. The initial tenancy period is slated to be a three (3) year lease in total (any proposed *base rent* period plus renewal option(s)).

First Year Lease Payment:

\$ _____
Annual Lease Payment (in numbers)

\$ _____
Annual Lease Payment (in words)

Second Year Lease Payment:

\$ _____
Annual Lease Payment (in numbers)

\$ _____
Annual Lease Payment (in words)

Third Year Lease Payment:

\$ _____
Annual Lease Payment (in numbers)

\$ _____
Annual Lease Payment (in words)

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

The undersigned certifies all amounts shown above:

Company/Organization Name

Representative's Signature

Print Name

Representative's Title