



**CITY OF GREENFIELD, a/k/a TOWN OF GREENFIELD  
GREENFIELD, MASSACHUSETTS**

**RFP TITLE: LEASE AGREEMENT WITH THE TOWN OF  
GREENFIELD FOR OFFICE SPACE**

**RFP #: 17-06**

**DATE OF ISSUANCE: December 28, 2016 10:00 a.m.**

**BID DUE DATE: January 30, 2017 2:00 p.m.**

**SUBMIT TO: PURCHASING DEPARTMENT  
TOWN OF GREENFIELD  
14 COURT SQUARE  
GREENFIELD, MA 01301**

**DELIVER COMPLETED SUBMISSIONS TO**

City of Greenfield  
Purchasing Department  
Attn: Lane Kelly  
14 Court Square, 2<sup>nd</sup> Floor  
Greenfield, MA 01301  
Phone 413-772-1581 x-6172  
lanekel@greenfield-ma.gov

**RFP 17-06**  
**City of Greenfield**  
**Request for Proposals**  
**To Enter Into a Lease Agreement with the**  
**City of Greenfield for Office Space**

- **Project Summary**

The City of Greenfield invites proposals to lease office space, in accordance with the terms, conditions, and specifications herein.

The City of Greenfield desires to house its Veterans' Resource and Referral Center (VRRC) on the ground floor of a building in downtown Greenfield. This office will provide information and assistance for veterans and their dependents under the auspices of the City of Greenfield.

- The amount of space required is no less than 1800 square feet with room for expansion up to 2400 square feet.
- The type of space required is office space.
- The term of the agreement will be five (5) years, level monthly payments over term, with an option for the City of Greenfield to renew for five (5) years thereafter.

### **1. Introduction**

The purpose of the presentation of the RFP is to create office space for the City of Greenfield VRRC at a reasonable rate. The City anticipates that following the deadline for proposals, a committee will be formed which will discuss and recommend a proposal to the Mayor. The proposal that will be recommended should meet the minimum requirements as set forth in this RFP, provide a lease at a reasonable rate, and provide the needed space in a building within 2 blocks of Town Hall. Following the recommendation and approval by the Mayor to enter into a lease agreement, the City will undergo the necessary steps to confirm a lease agreement with the selected person or group.

Following the execution of the lease, it is the landlord's responsibility to deliver the premises to the City of Greenfield in conformance with the specifications included with the RFP. Please note that if any construction is necessary to make the space ready, the landlord is responsible for the completion of construction documents prepared by licensed professionals (including final design layout), furnishing all labor and materials, securing all permits necessary to complete the work, and for

achieving substantial completion in accordance with the provisions of the lease at the landlord's expense.

The City of Greenfield will take occupancy of the leased premises only after any needed improvements are completed and the premises are deemed available for tenant's occupancy in accordance with the agreed upon lease. The City will confirm the date of occupancy, which will be the commencement date of the lease term. If the structure proposed to house the City offices requires rehabilitation, the City will sign a letter of intent for the lease agreement and then sign the full lease following the issuance of a certificate of occupancy for the space.

While all information presented in this Request for Proposals is from sources deemed reliable, this Request is subject to errors and omissions. This Request does not constitute an offer or promise to enter into a lease agreement and in no way is the City of Greenfield obligated to make a selection.

## **2. Building Conditions**

The following building conditions must be met and maintained by the successful proponent:

Building Codes: The proposed building must comply with all applicable federal, state, and local code requirements, or the City of Greenfield must be satisfied that it can and will be brought into substantial compliance by the desired occupancy date. If the proposal is accepted subject to the landlord meeting certain code requirements, the City of Greenfield will not take occupancy of the space until all code deficiencies have been fully corrected.

Life Safety: The building and leased premises must comply with local codes pertaining to life safety. Life safety hazards detected either before or during occupancy shall be corrected at the proposer's expense. The City of Greenfield requires emergency lighting to be upgraded to comply with current code standards for new construction within the leased premises and along all paths of egress. All fire protection equipment and materials must be maintained in accordance with applicable codes and ordinances. This includes, but is not limited to, fire doors, fire walls, fire stops, fire extinguisher, fire escapes, exit route diagrams, exit signs, emergency lighting and alarm systems.

Harmful Materials: All contaminants, dust, or gases must be removed or maintained at less than harmful levels, as required by law. The landlord is responsible for keeping on file all written certifications required by federal, state, or local officials. Harmful materials include asbestos and lead paint.

HVAC: HVAC systems must be fully automatic and capable of maintaining minimum winter temperatures of 68 degrees Fahrenheit

and maximum summer temperatures of 78 degrees Fahrenheit throughout the leased premises.

Electrical Service: Electrical Service must be of sufficient capacity to provide adequate power for electrical equipment to be installed as part of the building, plus power required to operate all of the City of Greenfield's equipment, such as its computer networked system. In addition, the building should be wired to allow for internet access.

Telecommunications: The City expects that any office space will be equipped with up-to-date wiring for its telecommunications systems. The City's expectation is that all telephone and telecommunications lines will be able to handle multiple lines.

Restrooms: The landlord must provide and install restrooms as dictated by code.

### **3. Conditions for Submittal**

The following conditions must be addressed and met in the developer's proposal for office space for the City of Greenfield:

- That the building proposed to house the City office space meets the minimum requirements of the Americans with Disabilities Act.
- That the building proposed to house the City office space meets all local Zoning and Massachusetts Building Code requirements. Any building that is proposed to be utilized for office space and is not in conformance with the regulations of the City of Greenfield Zoning Ordinance and the Massachusetts Building Code shall be brought to code prior to the City of Greenfield occupying the building.
- All local, state, and federal regulations regarding asbestos and lead paint removal must be adhered to in the building proposed for office space. If the building currently contains asbestos and lead paint, the hazardous material must be removed prior to the City of Greenfield occupying the building.

### **4. Proposed Evaluation Criteria**

Minimum Requirements

Proposals must meet the following minimum criteria to qualify for competitive consideration:

1. Demonstrate complete conformance with all submission requirements as previously stated in the RFP.
2. If the building proposed to house the City offices is determined historically significant, then the proposal must show the historic nature of the structure being preserved.

3. The applicant must show the ability of the landlord to prepare the proposed space for occupancy and to provide the services required in the RFP in accordance with the accepted standards. It must be shown that the landlord has the ability and the finances to substantially complete the tenant improvements and any other building improvements required for occupancy by the City of Greenfield by the desired occupancy date as represented in the RFP.

*Competitive Evaluation Criteria*

The Committee will evaluate each proposal for conformance with the objectives, submission requirements, and threshold criteria outlined in this Request for Proposals. Preference categories have been established for the purpose of further distinguishing competitive proposals. In addition, the preference categories will be used to compare the relative advantages of each competing proposal. The following preference categories must be addressed in the proposal:

1. The City prefers that leased office space be within 2 city blocks of Greenfield Town Hall, 14 Court Square, Greenfield, MA. Proposed leased space in closer proximity is preferred and shall be ranked accordingly.

The proposal shows leased office space within 2 blocks of Town Hall. – **Highly Advantageous.**

The proposal shows leased office space within 3-6 blocks of Town Hall. – **Advantageous.**

The proposal shows leased office space in excess 6 blocks from Town Hall. – **Not Advantageous.**

2. The square footage of the space provided. The City of Greenfield requires at least 1,800 square feet of useable office space with expansion up to 2,400 square feet in one building.

The proposal offers at least 1,800 square feet expandable to 2,400 square feet of useable office space to be occupied by the VRRC – **Highly Advantageous**

The proposal offers 1,800 square feet of useable office space with no options for expansion for occupation by the City of Greenfield. - **Advantageous**

The proposal offers less than 1,800 square feet of useable office space needed for occupation by the City of Greenfield. **Not Advantageous**

3. The proposed leased office space provides energy efficient utility and HVAC equipment and building envelope features.

The proposal incorporates energy efficiency features in each of the following categories: lighting, HVAC/plumbing, building envelope, water/plumbing – **Highly Advantageous**

The proposal incorporates energy efficiency features in some of the following categories: lighting, HVAC/plumbing, building envelope, water/plumbing- **Advantageous**

The proposal incorporates energy efficiency features in none of the above named categories – **Not Advantageous**

## 5. Submission Requirements

The proposer shall submit two sealed proposals, one non-priced and one priced. **The non-priced and priced proposals must be submitted in separate envelopes.** Each proposal envelope must state; the proposal number, the company name, and the date of opening.

The non-priced proposal must include the following:

- Letter of Submittal  
The letter must be signed by the owner of the property and addressed to M.L. Kelly, City of Greenfield, 14 Court Square, Greenfield, MA 01301. The letter must outline the applicant's understanding of the objectives articulated in the RFP.
- Applicant's Identification  
Identify the name of the applicant or applicants, street address, mailing address, and telephone number. Specify the legal form of the group or firm.  
List all officers, partners or owners of the entity by name, title and percentage of ownership and their addresses and telephone numbers.
- Office Space Plan  
Provide drawings that indicate the layout of the proposed office space.
- Lease  
A proposed lease agreement including all terms and conditions.
- Non-Collusion Form (Attachment B)  
The non-collusion form must be included and signed in the non-priced proposal.

The pricing for the proposal should be submitted on "Cost proposal-Lease", shown in Attachment A.

6. **All Agreed leases will include the following:**

**Lease Bid**

The proposed financial terms of the lease that includes the annual cost for each of the first five (5) years as well as the expected monthly rent payment. The following items will also be included in the lease:

**Notice:** Under the lease, notice shall be given via certified mail to the following: Mayor William Martin, City of Greenfield, 14 Court Square, Greenfield, MA 01301 and to the landlord/lessor.

**Description of Premises:** The chosen proposal shall be incorporated by reference into the lease, including a detailed description of the property.

**Payments:** The Lessee agrees to pay rent monthly, on the first day of each month.

**Maintenance Response:** The landlord/lessor shall be responsible for general maintenance and repair of premises.

**Cleaning, Janitorial Services:** The tenant, at its sole expense, shall provide cleaning and janitorial services, to the leased premises to keep it in clean and good order.

**Insurance:** The tenant agrees to maintain, insurance hereof, policies of comprehensive general liability insurance and casualty insurance with limits for personal injury and property damage of \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Policies shall cover use and occupation of the premises and all operations and activities conducted, at, on, or from the premises by the tenant, its agents, employees, or invitees.

The landlord/lessor shall maintain and keep in force during term of the lease a policy or policies of insurance covering the loss or damage of the premises.

**Termination:** The lease may be terminated in the following situations with sixty (60) day's notice:

- o If for any fiscal year during the term of this Lease, funds for the discharge of the City's obligations under this lease are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose
- o If the lessor violates the terms of the lease or of the RFP.

Or

With one hundred eighty (180) days' notice

- o If the direction of the City changes with respect to the mission of the Veterans' Center

**Taxes:** The landlord is responsible for all taxes on the building and parcel. Lessor must provide certification of tax compliance (Mass. General L.C. 62C, Section 49A).

**Conflict of Interest:** The lease shall be in accordance with all provisions of the Mass Conflict of Interest Law (Mass. General L.C. 268A).

**Notice of Renewal Option:** The tenant will give notice of exercising an option within six (6) months of expiration of lease.

# RFP 17-06

## General Conditions and Requirements

### To Enter Into a Lease Agreement with the City of Greenfield for Office Space

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**1. Proposal Rules**

This proposal is solicited and will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws.

**2. Reviewing Period**

All proposals meeting proposal requirements and conditions may be held by the City of Greenfield for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to the awarding of the contract.

**3. Basis of Proposal Award**

The Lease shall be awarded to the responsible and responsive proposer submitting the proposal considered most advantageous, taking into consideration the proposal's criteria and price.

**4. Evaluation of Proposal**

A committee, appointed by the City's Chief Procurement Officer, shall evaluate each proposal's comparative evaluation criteria. Using the rating system prescribed in Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act), the committee shall assign a rating system to each criteria. The committee shall also assign a composite rating to each non-price proposal. The committee shall then take into consideration the prices and decide the best overall proposal. The best overall proposal is not necessarily the proposal receiving the highest rating for the "Competitive Evaluation Criteria" nor the proposal with the most inexpensive lease terms. The documented results shall then be submitted to the City's Chief Procurement Officer who will make the award based on the evaluation.

**5. Compliance with Applicable Laws**

The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

**6. Questions and Interpretations**

Any substantive questions regarding the proposal documents shall be referred to the Chief Procurement Officer in writing at least five working

days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all proposers of record.

**7. Ability and Experience**

The Awarding Authority will not award a contract to any proposer who cannot furnish satisfactory evidence of his ability and experience pertaining to the lease of office space. If the proposed lease premises require rehabilitation, the proposer must furnish satisfactory evidence of his ability and experience in the field of development and rehabilitation.

The Awarding Authority may make such investigations as it deems necessary to determine the above and a proposer shall furnish information requested in this regard and shall furnish it under oath if required.

**8. Certification of Non-Collusion and Tax Attestation Form**

All proposers must sign the attached form which incorporates both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. These signed forms must be submitted with the non-priced proposal package.

**9. Corrections**

Erasures or other changes in the proposal must be explained or noted over the signature of the proposer.

**10. Conflict of Interest**

The applicant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 286A of the General Laws concerning conflict of interest. The proposer covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the City of Greenfield and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

**11. Signature**

All proposals shall be complete, factual, and signed by an authorized officer of the proposer's company on the appropriate page(s) and the front of the cover sheet.

**12. Number of copies**

One original and two copies of the non-priced proposal must be submitted to the Chief Procurement Officer. One original and two copies of the priced

proposal must also be submitted to the Chief Procurement Officer. The original documents shall be clearly marked on the front of the document as such.

**13. Waiver**

The City of Greenfield reserves the right to reject any and all proposals, or to waive any informality in the proposal process, if deemed in the City's best interest.

**14. Place and Time**

Sealed proposals will be received at the Office of the Mayor, 14 Court Square, 2<sup>nd</sup> Floor, Greenfield, MA 01301 until 2:00 PM on Friday, January 30<sup>th</sup>, 2017 at which time and place they will be opened and registered.

**15. Modifications**

A proposer may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Greenfield Purchasing Agent prior to the time and date set for the proposal deadline.

**Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.**

**COST PROPOSALS - LEASE**

\_\_\_\_\_  
(Name of Proposer)

PROPOSAL – COSTS

Year 1:

\_\_\_\_\_ Annually      \_\_\_\_\_ Monthly  
(Dollar figures)      (Dollar figures)

Year 2:

\$ \_\_\_\_\_ Annually      \$ \_\_\_\_\_ Monthly  
(Dollar figures)      (Dollar figures)

Year 3:

\$ \_\_\_\_\_ Annually      \$ \_\_\_\_\_ Monthly  
(Dollar figures)      (Dollar figures)

Year 4:

\$ \_\_\_\_\_ Annually      \$ \_\_\_\_\_ Monthly  
(Dollar figures)      (Dollar figures)

Year 5:

\$ \_\_\_\_\_ Annually      \$ \_\_\_\_\_ Monthly  
(Dollar figures)      (Dollar figures)

Total lease Amount Over 5 years:

\$ \_\_\_\_\_

Available Date \_\_\_\_\_

Internet Access	<input type="checkbox"/> Yes <input type="checkbox"/> No
Computer Network Capabilities	<input type="checkbox"/> Yes <input type="checkbox"/> No
Utilities Included	<input type="checkbox"/> Yes <input type="checkbox"/> No
Parking Included	<input type="checkbox"/> Yes <input type="checkbox"/> No
Property Management Included	<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance Included	<input type="checkbox"/> Yes <input type="checkbox"/> No
Handicapped Accessible	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed:

\_\_\_\_\_, Principal

Date: \_\_\_\_\_, 201\_\_

Attachment B  
RFP: VRRCR Lease  
RFP No.: 17-06

### **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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Signature of person making proposal

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Name of business

Attachment C  
RFP: VRRCR Lease  
RFP No.: 17-06

## **TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Signature of person submitting bid or proposal

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Name of business

### **BIDDER CHECKLIST**

- Submitted all information as requested
- Submitted signed proposal in one sealed envelope duly marked
- Submitted separate pricing proposal in one sealed envelope duly marked
- Signed and dated Cost / Pricing Proposal
- Received \_\_\_\_\_ number of addendum(s).
- No conditions or restrictions have been placed by the company on this proposal that would declare it non-responsive.
- Prepared to provide the insurance required.

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**Signature of Authorized Official**

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**Date**

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**Company Name**