

**Temporary Police Station and School Administration
Office Facilities RFP
September 15, 2016
Addendum #2**

All prospective bidders should note the following amendments designed to make specifications for this Request for Proposals more flexible:

1. That Section 7 is amended to strike “at least sixty (60) days” and replace it with “at least twenty-one (21) days”.
2. That Section 13 is amended to remove “or other tenant’s other than the Town during any part of any negotiations or...” in the fifth line of the section.
3. That Section 15 is amended to remove the terms “eighteen (18) months” and replace it with “twenty-four (24) months with the Town’s right to terminate after eighteen (18) months with three (3) months notice”.
4. That Section 25 is amended to remove the sentence, “The floor must be certified to handle a uniform weight load of 150 lbs per square foot and a concentrated load of 1,000 lbs.” and replace it with “The structure must comply with all applicable building and fire codes for the intended use.”
5. That Section 28 is amended to remove “a minimum of at least seventy (70) parking spaces.” and replaced with “appropriate parking facilities for the leased premises.”
6. To clarify, the RFP – the Police Department and School Department do not need to be in the same building and that the Town will reserve the right to accept bids that include sufficient

space, even if the space for either department is not contiguous, but meets the needs of the department.

7. That the deadline to submit proposals is extended until 11:00 AM on 9/29/16 at 11:00 AM (this amends the deadline date in Addendum 1 which extended the deadline until 9/21/16 at 11:00 AM).

ADDENDUM 1 – NEW BID DATE FOR SUBMISSIONS

TEMPORARY FACILITY SPACE RFP

The new due date for bid submissions is Wednesday,
September 21, 2016 at 11:00 AM.

Request for Proposals

Temporary Police Station and School Administration Offices Facility Space

July 27, 2016



Proposals Due by
11:00 AM September 2, 2016

GENERAL CONDITIONS AND NOTICE TO PROPERTY OWNERS

1. Sealed proposals for the supply of temporary Police Station and School Administration Offices facility space to the Town of Westborough ("Town") will be received by its Town Manager at 34 W. Main Street, Westborough, MA 01581 no later than 11:00 AM September 2, 2016 at which time all proposals received will be recorded in the presence of such Proposers as desire to be in attendance. No proposals will be accepted after the time and date specified.
2. The Proposer must submit their signed proposals consisting of two elements (a price proposal and a non-price proposal) in two separate sealed envelopes clearly marked:
 - A. "Price Proposal- Temporary Police Station and School Administration Offices Facility Space"
 - B. "Non-Price Proposal-Temporary Police Station and School Administration Offices Facility Space"
3. Both envelopes should be addressed to: "Temporary Police Station and School Administration Offices Facility Space" and addressed to Town Manager, Town of Westborough, 34 W. Main Street, Westborough, MA 01581.
4. Telephone, internet and faxed proposals will not be accepted.
5. No responsibility shall be attached to any person or persons for the premature openings of proposals not properly marked.
6. Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as not responsive by the Town. Conditional proposals will not be accepted. The Town reserves the right to reject any and all proposals and to make an award in a manner deemed in the best interest of the Town.
7. All submitted proposals and associated lease/rental prices must be guaranteed to the Town for a period of at least sixty (60) calendar days from the date of the proposal opening.
8. The successful Proposer will not be permitted to either assign or underlet the contract/lease nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the prior written consent of the Permanent Building Committee.
9. When submitting a proposal, the Proposer shall submit one (1) original and four (4) copies of the Proposal and if the Town accepts said proposal, it shall constitute part of the contract for lease.
10. Under the provisions of Massachusetts General Laws, Chapter 30B and Chapter 7, Section 40J, a disclosure of beneficial interests will be filed with the Deputy Commissioner of the Division of Capital Asset Management once the contract award is made.
11. Before submitting a proposal, each Proposer must make a careful study of all specifications and proposal/contract requirements and fully assure themselves as to all requirements, restrictions

and conditions of this proposal associated with any offer of property/premises for lease by the Town.

12. If Proposers have any questions concerning the terms and conditions set forth in this Request for Proposals, said questions must be submitted in writing to James Malloy, Town Manager, 34 W. Main Street, Westborough, MA 01581 or via email to jmalloy@town.westborough.ma.us no later than five (5) business days prior to the date provided for submission of proposals. No further consideration will be given after the proposal opening. Receipt of answers shall be acknowledged in response to proposal.
13. The successful Proposer will be required to indemnify the Town for all damage to life and property that may occur due to the Proposer's negligence or that of their employees, subcontractors, etc., in connection with the property/premises to be offered for lease including any work performed or business conducted on or at said property by the Proposer, his agents, subcontractor's, etc., or other tenant's other than the Town during any part of any negotiations or while a Lease Agreement may be in effect with the Town. The Town will be named as an additional insured on all insurance policies providing this protection.
14. Proposals may be withdrawn without penalty prior to the time and date specified for the proposal opening. Requests to withdraw a proposal must be made in writing, addressed to Town Manager, 34 W. Main Street, Westborough, MA 01581.

GENERAL CONDITIONS & REQUIREMENTS

Any/all property/premises offered to the Town for use as a temporary Police Station and School Administration Offices, comes with the following requirements/restrictions that the successful proposer will be bound to as part of the contract for the lease of said property/premises.

15. In accordance with the provisions of Massachusetts General Law, Chapter 30B, the Town of Westborough, through its Town Manager is seeking to lease property/premises for a temporary location in which to offer Police Station and School Administration Offices service to the community, with occupancy planned to commence on or about January 1, 2017, and extending for an estimated eighteen (18) months thereafter, while the current Police Station and School Administration Offices at the Forbes Municipal Building undergoes a major renovation. As part of the Lease, the Town must be given the option to reduce or extend the Lease on a monthly basis, if so necessary. Depending on the construction schedule of the Police Station and School Administration Offices project, the actual lease time period may range from eighteen (18) months to twenty four (24) months.
16. As such, the Town is requesting proposals from interested parties who wish to lease their property/premises to the Town for this said purpose. All property/premises to be considered must be located within the Town of Westborough.
17. Property to be leased will be acquired under the provisions of Massachusetts General Laws, Chapter 30B, §16, and according to the evaluation criteria listed in this Request for Proposals (RFP).

18. The terms and conditions of the Lease offered must be acceptable to the Town including, but not limited to, certification that the premises are in compliance with environmental and hazardous materials laws, that the Proposer is not actively engaged in any activity to cause the discharge or accumulation of hazardous waste, that the premises are not in violation of any applicable zoning, building, or subdivision laws or regulations, and that the Proposer has obtained all applicable approvals, licenses or other permits from any governing Town Departments or Boards.
19. The Lease shall:
 - A. Name the parties to the Lease and the responsible parties to receive any notices under the Lease;
 - B. Incorporate by reference the proposal chosen, including a detailed description of the leased property;
 - C. Specify the duration of the lease, including any renewal, extension, or other options.
 - D. Identify the payment terms, including when payments are due;
 - E. Spell out all of the responsibilities and obligations of the property owner for responsibility to pay any common area and building envelope expenses including but not limited to all taxes, maintenance of the building envelope, common area, equipment and appurtenances owned by the lessor that may service the leased space, cleaning, utilities (not separately metered and/or that serves common areas), rubbish disposal, snow removal, liability and casualty insurance, etc. The Town of Westborough will pay for custodial expenses associated with the leased space, utilities if separately metered for the space leased, repairs and maintenance on equipment and facilities owned/constructed by the Town and for its own dumpster;
 - F. Specify that Lease amendments must be in writing and signed by the Lessor or those individuals authorized to contract on behalf of the Lessor;
 - G. Specify what constitutes cause to terminate the Lease, what notice must be provided prior to termination, and what opportunity must be granted to correct any problem;
 - H. Prohibit any activity that would constitute a violation of the conflict of interest law (M.G.L.c.268A);
 - I. Specify that the lease constitutes the entire agreement and that there are no agreements other than those incorporated therein; and
 - J. Require a certification of tax compliance by the Lessor (M.G.L. c.62C, §49A) and a disclosure of beneficial interests (M.G.L.c.7,§40J).
20. The Proposer will grant a right of entry to the Town and its agents to conduct all such necessary investigations, inspections and measurements as may be required in the Town's judgment,

necessary to determine if the offered premises are suitable for the Police Station and School Administration Offices use.

21. The offered premises/area to be leased by the Town, must be delivered free of occupants and tenants at the time of Lease signing.
22. The "Proposer" may be any individual or group of owners who wish to combine their properties, or any parts thereof, for the purpose of offering said properties/premises for lease to the Town in response to this RFP.

DESCRIPTION/ATTRIBUTES OF PREMISES BEING SOUGHT

23. Premises must offer accessibility to the Police Station and School Administration Offices users. Existing handicap accessibility or ability to conform to handicap/ADA requirements is mandatory.
24. Only properties located within the Town of Westborough, Massachusetts will be considered. Those sites located closer to the current Police Station and School Administration Offices location and the downtown area of the Town will receive higher preference than those located in an outlying location.
25. Functionality of building components will be reviewed, such as complete handicapped accessibility, accessible restrooms (or the ability to easily install such), whether it is a single story site, has adequate/up-to-date heating & air conditioning capabilities, adequate lighting levels for Police Station and School Administration Offices use, etc. Public sewer connection will receive higher preference over private septic. The floor must be certified to handle a uniform weight load of 150 lbs per square foot and a concentrated load of 1,000 lbs. In lieu of certified floor loading, additional square footage may be provided to accommodate file cabinets and Police Station and School Administration Offices loading, subject to review by a design professional.
26. Ability to accommodate any required tenant fit-up and accommodates a Broadband connection for a computer network. A total of 30-40 computers will be brought into the space along with copiers and other office equipment.
27. An acceptable level of security and the location of other businesses within the proximity of the offered site that is open during daytime, evening and weekend hours, presence of adequate exterior lighting, etc.
28. Availability of suitable parking that is safe/secure for patrons close to the leased premises, requiring a minimum of at least seventy (70) parking spaces.
29. For the purposes of this lease, the useable area means, with respect to the premises or any space removed from or added to the premises, the square footage determined by measuring the entire floor area of the premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the premises. Notwithstanding the foregoing, under no circumstances does the

usable area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria or light wells and their respective enclosing walls and it does not include vestibules, elevator-machine rooms and other building equipment areas, janitorial, electrical and mechanical closets, loading platforms, restrooms and their respective enclosing walls, irrespective of whether the tenant occupies a portion of a floor an entire floor or an entire building.

30. Overall size of facility needed should be a minimum of approximately two separate office spaces, which may or may not be in the same building. Both office spaces should be approximately 5,000 square feet and up to 7,000 square feet each. Bidders may provide alternative proposals and the Town will evaluate each proposal on whether it meets the specific departmental needs. Additionally, the following requirements will need to be met and/or made available (at the discretion of the Town, proposals with less space shall be considered):

Temporary Police Station:

Area # 1 Administration Offices 1, 800 sq ft 7 computers 5 phones 1 copy machine

Chief's office 14' x 14' + -
 (2) Lieutenant's offices 14' X 14' + -
 Administrative assistant 14' X 14' + - open or closed area
 Conference room 14' X 14' + -
 Records clerk/receptionist work station open area
 Records storage area (4) 4' cabinets open area
 Licenses / permits Work Station 12' x 12' + - open or closed area
 Armory space ammo /guns 12' x 12' + -
 IT office 10' x 10'
 Server room 10' x 12'
 Bathrooms

Area # 2 Investigations 900 sq ft 5 computers 5 phones 1 copy machine

(5) Work stations in secure office area
 Records Area 16' x 16' +- secure
 Evidence Storage Area 12' x 12' secure
 Equipment Storage 8'x 8' + -
 Interview room 12' x 12' Quiet and Secure

Area # 3 Patrols 2,300 sq ft 10 computers 9 phones 1 copy machine

Sergeants (5) Work Stations with File Storage in office area 14' x 24'
 Roll Call Room 20' X 24' + -
 Locker rooms 29 Male lockers 3 Female locker Each Locker 18" X 2'
 Shower rooms / bathrooms M/F
 Booking area 20' x 20 ' Secure with Bar/temp cell/bathroom, Separate Entrance

Report writing area 3 work stations, open area 200 sq ft
Workout area 20' x 12' + -
Employee break room 16' x 16' kitchenette

Area # 4 Parking 40 spots
15 cruiser spots 20 employee spots
3-5 Visitor spots

Temporary School Administration Offices:

School Department requires 4 conference rooms and overall office space of 6,750 square feet and 30 parking spaces. The School Department is seeking space that would provide 3 small private offices, 5 large private offices and space that would accommodate 10 employees in cubicles and approximately 320 square feet for filing space. Separate copy and break room would be considered beneficial.

31. Premises offered must be available for fit-up and occupancy no later than January 15, 2017.
32. Flexibility to extend the term of the Lease at the option of the Town on a month-to-month basis. The anticipated term of the lease will be written for 18 months, with occupancy commencing on or about January 15, 2017. The additional duration beyond the initial 18 month term may extend up to six (6) additional months.
33. The proposer must obtain a Certificate of Occupancy issued by the Town of Westborough after tenant fit-up has been completed and prior to occupancy and use.

SUBMISSION REQUIREMENTS

34. Proposers must submit one (1) original and four (4) copies of both the Non-Price Proposal and the Price Proposal with all required information.
35. The Non-Price Proposal must be submitted in a sealed envelope bearing on the outside the name and address of the Proposer and be labeled: "Non-Price Proposal – Temporary Police Station and School Administration Offices Facility Space". The Non-Price proposal should describe the attributes of the property being submitted; as it relates to the requirements listed above.
36. The Price Proposal must be submitted in a sealed envelope bearing on the outside the name and address of the Proposer and be labeled: "Price Proposal - Temporary Police Station and School Administration Offices Facility Space". Please utilize the Form for Bid located later in this RFP as the basis for your Price Proposal.
37. Complete proposal packages must be labeled "Temporary Police Station and School Administration Offices Facility Space" and received by 11:00 AM, September 2, 2105 by its Town Manager at 34 W. Main Street, Westborough, MA 01581.
38. Each Proposer must submit the following to be considered responsive and responsible:

- A. Completed and signed Form for Bid, (Price Proposal) included in this RFP.
 - B. All proposals must be signed by the Proposer or are representative of the Proposer authorized to act on behalf of the Proposer.
 - C. A plan showing the layout of the premises. RFP proposals for only a portion of the premises must show and state the area in square feet that is being offered.
 - D. Documentation for each "DESCRIPTION/ATTRIBUTES OF PREMISES BEING SOUGHT", as listed in this RFP
 - E. All information as required/requested under the General Conditions & Requirements.
 - F. All proposals must contain all of the required forms (certificate of non-collusion and tax compliance certification, and Disclosure Statement) as provided herein, properly filled out and signed.
 - G. Proposers must submit a copy of the Draft Lease agreement that they would require the Town to enter into for the Lease of the offered premises.
39. Proposers may submit any other information they believe is relevant to the premises they intend to offer or concerning the Lease or any special terms/arrangements any Proposer proposes to offer.

EVALUATION CRITERIA

The Town will evaluate all proposals to determine the most advantageous proposal from a responsible and responsive Proposer taking into consideration all criteria, requirements set for in this Request for Proposal and price. In evaluating proposals, the Town will take into consideration all factors concentrating on the following evaluation criteria:

- 40. The location of the premises and square footage offered. Proximity to the Town Center area will be given preference, but these are not the sole determining factors in the selection.
- 41. Functionality/adaptability of the offered premises to meet the needs of the Police Station and School Administration Offices operations with minimal fit-up by the Town.
- 42. Price

SPECIFIC SELECTION CRITERIA

The following questions pertain to the requirements listed in this RFP. These questions will be applied to all Proposals submitted. As applicable, the question will receive one rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. This rating will determine each proposal's overall favorableness as a potential site for the Temporary Police Station and School Administration Offices Facilities.

43. Does the Premises offer accessibility to the Police Station and School Administration Offices users through existing handicap accessibility or ability to conform to handicap/ADA requirements?

Highly Advantageous: Offered Premises provides/meets all handicap accessibility/ADA Requirements at no additional costs.

Advantageous: Offered Premises can be easily modified to provide/meet handicap/ADA requirements at no/low cost.

Not Advantageous: Offered Premises must be retrofit to provides/meets handicap/ADA requirements at significant costs.

Unacceptable: Offered Premises cannot provide for or meet handicap/ADA requirements.

44. Does the Premises offer functionality, such as handicapped accessible restrooms, public sewer, whether it is a single story site, adequate/up-to-date heating & air conditioning capabilities, adequate lighting levels for Police Station and School Administration Offices use?

Highly Advantageous: Offered Premises is functional for Police Station and School Administration Offices purposes with handicapped accessible restrooms, public sewer, a sufficient footprint; adequate/up-to-date heating& air conditioning capabilities and lighting levels for Police Station and School Administration Offices use.

Advantageous: Offered Premises is somewhat functional for Police Station and School Administration Offices purposes with sufficient space; adequate/up-to-date heating & air conditioning capabilities and lighting levels for Police Station and School Administration Offices use.

Unacceptable: Offered Premises is not functional for Police Station and School Administration Offices purposes

45. Does the Premises have the ability to accommodate any required tenant fit-up, and the ability to accommodate a Broadband connection for a computer network?

Highly Advantageous: Offered Premises is suitable for Police Station and School Administration Offices use, ready to move in, requires no tenant fit-up, and is able to accommodate wiring for Police Station and School Administration Offices computer network(s).

Advantageous: Offered Premises provides most required amenities and requires minor tenant fit- up.

Not Advantageous: Offered Premises requires significant tenant fit-up.

Unacceptable: Offered Premises is not capable of accommodating required tenant fit- up.

46. What is the availability of suitable parking and is the parking surface in good condition, safe/secure for patrons to use, is it adjacent or close to the leased premises, requiring a minimum of at least ninety (90) spaces.

Highly Advantageous: Offered Premises provides adjacent parking in good condition and maintenance.

Advantageous: Offered Premises provides convenient parking.

Unacceptable: Offered Premises does not provide convenient parking.

SELECTION PROCESS

47. A Selection Committee will evaluate all proposals based upon the above criteria and will recommend the proposal deemed to be in the best interest of the Town.
48. One Lease will be awarded to the one responsive and responsible Proposer who the Town determines offers the most advantageous proposal, taking into consideration all required qualifications, submission requirements and comparative selection criteria set forth in the RFP, as well as price. Emphasis in selecting as it shall be placed on the site's suitability to the Police Station and School Administration Offices intended use. Upon selection of a proposal, if any, that the Town determines is a good choice based upon the evaluation criteria listed herein, the Town will negotiate the terms of the lease with the Proposer. The Town will reserve the right to split the lease with one leased premise going to be used for the Police Department and a second lease to be used for the School Department and further reserves the right to award these to different proposers.
49. If the Town selects a proposal but is unable to come to an agreement with the Proposer over the Lease terms, the Town may, at its option, reject said proposal and begin negotiations with their second choice proposal, if any. If the Town determines that none of the proposals received offers a site and/or an associated lease that is in the best interest of the Town, then all proposals will be rejected; this Request for Proposals will be cancelled and no lease shall be made.
50. This Request for Proposals does not commit the Town to award a contract/sign a Lease, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any offered premises. In the evaluation of any or all proposals, the Town, at its discretion, may obtain technical support from outside sources. The Proposers will agree to fully cooperate with the personnel of such outside sources in the evaluation of their proposal. Failure to cooperate or respond in a timely manner to the needs of the Town in this procurement may result in the rejection of your proposal.

FORM FOR BID (PRICE PROPOSAL)
TOWN OF WESTBOROUGH, MASSACHUSETTS

The undersigned proposes to furnish space for a Temporary Police Station and School Administration Offices Facility for the Westborough Police Station and School Administration Offices for the lease price specified below.

The undersigned acknowledges receipt of questions and Addenda as numerated:

Property Location (by street address): _____

Westborough Assessor's Map (Lot & Parcel Number): Area (in square feet) of premises offered:

A. The proposed monthly lease payment for year one (months one to twelve) is
\$_____dollars

B. The proposed monthly lease payment for year two (months thirteen through eighteen) is
\$_____dollars

C. The total proposed lease payment sum for (DURATION) \$_____(in numbers)

D. The proposed monthly lease payment for the optional extension period (up to six months) is
\$_____dollars per month.

The proposed monthly lease payment is a complete cost. The lessor is responsible to pay any common area and building envelope expenses including but not limited to all taxes, maintenance of the building envelope, common area, equipment and appurtenances owned by the lessor that may service the leased space, cleaning, utilities (not separately metered and/or that serves common areas), rubbish disposal, snow removal, liability and casualty insurance, etc.; the Town of Westborough will pay for custodial expenses associated with the leased space, utilities if separately metered for the space leased, repairs and maintenance on equipment and facilities owned/constructed by the Town and for its own dumpster.

In submitting this bid, it is understood that the Town of Westborough reserves the right to reject any or all bids and to waive any informality in bidding if it be in the public interest to do so. It is also agreed that this bid may not be withdrawn prior to sixty (60) days from the date of opening of bids without the consent of the Town of Westborough.

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.

Signature of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip: _____

Telephone Number: _____ FAX Number: _____

Email Address: _____

Signature for Individual

Date

TAX COMPLIANCE CERTIFICATION

Pursuant to MGL Ch. 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.

Signature of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip: _____

Telephone Number: _____ FAX Number: _____

Email Address: _____

Signature for Individual

Date

Name and Title of Individual Authorized to Sign

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of MGL Ch. 156D § 15.03?

YES

NO

Not Applicable

If you are selected for this work, you are required, under MGL Ch. 30 § 391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Westborough before award.