



CITY OF SOMERVILLE

Joseph A. Curtatone, Mayor

Purchasing Department
City Hall 93 Highland Avenue Somerville, MA 02143

Request for Proposals #18-27 for the Lease of Property for a Neighborhood Police Station in West Somerville

I. Introduction

City of Somerville, through its Purchasing Department, is seeking to lease property for use as a police substation serving the neighborhood of West Somerville.

II. Background

In February of 2005, Mayor Joseph A. Curtatone formed an Independent Advisory Board and called for a broad mandate of sweeping reform to the Somerville Police Department (SPD). The two main goals of the Board were to modernize the department and improve relations with the community.

The Independent Advisory Board spent six months studying the recommendations of two previous reports on the Somerville Police Department. The board reviewed policies, procedures, and data from the department and then made a series of recommendations to the Board of Aldermen including that SPD move to implement local police substations. Substations are believed to give officers a sense of connection in a specific community resulting in ownership over the results of a particular neighborhood.

The City currently wishes to enter into a multi-year lease agreement, pending approval of the Board of Aldermen. Pursuant to Massachusetts General Law c. 30B, §16, the City is required to conduct a competitive solicitation process to acquire interests in real property with a cost in excess of \$35,000.

The City seeks to acquire by lease appropriate space for a West Somerville Police substation with the following specifications:

A. Location

The property must be located in or around West Somerville. Ideally, the property will be located at a highly visible site on Upper Broadway between College Avenue and Route 16.

B. Space and Parking Requirements

The preferred space will be large enough to accommodate a vestibule/reception area and two offices for a total of approximately 900 ft². The space should also include a restroom facility and additional basement storage space of approximately 1,000 ft². The police substation will have standard phone/data/power needs.

C. Lease/Purchase

The City is seeking to acquire the property by lease.

D. Broker

The City will not pay a broker’s commission or finder’s fee of any kind. The selected proposer will be required to certify that it has not dealt with a broker and to hold harmless and indemnify the City from and against any claim for a broker’s commission or finder’s fee.

E. Due Diligence Matters

Any lease agreement shall include a due diligence period for environmental testing with an absolute right on the part of the City to terminate the lease without recourse if such testing reveals the presence of or threat of release of oil or hazardous materials of substances.

F. Timetable

RFP release	November 27, 2017
Deadline for Submitting Questions on RFP	December 6, 2017 12:00 noon
Proposals due by	December 14, 2017 at 11:00 a.m.
Initial evaluation of RFPs	December 2017
Mayor’s Recommendation to Aldermen	December 2017 / January 2018
Aldermanic Approval	February 2018
Execution of Lease Agreement	February 2018
Closing Date/Lease Commencement Date	March 1, 2018

G. Governing Law

This acquisition of an interest in real property is governed by the Uniform Procurement Act, M.G.L. Chapter 30B, Section 16.

III. Proposal Submittal Requirements

One original and one flash drive of the proposal must be submitted marked “West Somerville Police Substation Proposal.” Proposals must be received at the Purchasing Department, City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than 11:00 a.m. on **December 14, 2017**. No faxed or electronically mailed (e-mailed) proposals will be accepted. Late

submissions will not be accepted and will be returned to the Proposer unopened. In the event City Hall is closed, the deadline is at the same time on the next day City Hall is open for business. The Proposal shall contain the following:

A. Letter of Transmittal

The proposal shall include a letter of transmittal stating the full legal name of the owner of the property and the address of the property. The letter must be signed by the owner and addressed to Angela M. Allen, Purchasing Director, City Hall, 93 Highland Avenue, Somerville, MA 02143.

B. Description of Property

1. A basic floor plan of the proposed property, including the square footage.
2. A minimum of six color photographs, three interior and three exterior, at least 5”x 7.”
3. A written description of amenities, including, if any, bathroom, kitchen, air conditioning, wiring to support police technology, and number and type of parking spaces available.

C. Term Sheet

For the proposed lease, the term sheet must include:

- Rental Price Proposal Form
 - Note: this form is attached separately in Microsoft Excel. The formulas in the document will calculate the annual totals.
 - Rental price is for:
 - initial term of lease – minimum of three (3) years, and
 - options to renew – minimum of two (2) options to renew, each for a period of one (1) year, for a total potential term of five (5) years, the rent to be adjusted using the lesser of the CPI or then current fair market rents for commercial space in West Somerville; NOTE: the term of the lease is subject to Board of Aldermen approval.
 - Breakdown of pricing: base rent (stating what is included in base rent)
 - base rent pricing shall be for the initial three-year term (3/1/2018-2/28/2021), and
 - base rent for up to two optional renewal years (3/1/2021-2/28/2022; 3/1/2022-2/28/2023)
 - how payment of real estate taxes, insurance, and operating expenses will be allocated between Landlord and Tenant and what the estimated dollar amount is for the initial 3-year term.
- Other term sheet details:
 - Tenant must have the right to make interior alterations
 - unqualified right on the part of the City to assign or sublet
 - insurance requirements for landlord and for Tenant
 - any known title encumbrances

- in the case of a condominium lease,
 - itemized annual budget for common area expenses, and
 - percentage interest of the unit; and
 - common area fee payable by the unit and whether included in rent.

D. Title Documents

1. Proposer's Deed to property (for lease or purchase)
2. Copy of Title Insurance Policy for property, if any
3. Master Deed, Condominium Trust, and Master Deed Plans, if a Condominium

E. Timeline

The proposal shall include a timeline which takes into account the City's timetable in paragraph II-F above.

F. Certification of Good Faith

An executed Certification of Good Faith, pursuant to G.L. c. 30B, §10, a copy of which is included as Appendix A.

G. Disclosure Statement

Envelope #1 shall include an executed Disclosure Statement, as required by G.L. c. 7, s. 40J, a copy of which is included as Appendix B.

IV. Selection Process

A Technical Advisory Committee ("Committee") shall be formed to evaluate proposals, including but not limited to staff from the Mayor's Office, the Purchasing Department, and the Police Department. The Committee shall provide the Mayor with a written report evaluating all proposals (even if only one proposal is submitted). In making its evaluation, the Committee will consider the Evaluation Criteria set forth below.

The Mayor will review the Committee's evaluation report, rank the proposals, select the proposal that, in his judgment, best meet the needs of the City in terms of location, parking, and physical space under terms that are financially advantageous to the City, and the Mayor will submit that proposal to the Board of Aldermen for approval.

Following the Board of Aldermen approval, the City reserves the right to request additional documents from the proposer, including in the case of a purchase, any reports regarding the environmental condition of the property. If a mutually satisfactory purchase and sale agreement or lease is not executed within thirty (30) days of Board of Aldermen approval, the City shall have the further right, in its sole discretion, to terminate negotiations and select the another proposal and the first proposer shall have no rights or recourse against the City.

The City reserves the unqualified right, in its sole discretion, to extend the deadline for submission, to issue addenda, to waive minor informalities in proposal submissions, and to reject any and all proposals if deemed in the best interests of the City.

V. Evaluation Criteria

The criteria to be used in evaluating the responses include the following:

A. Location:

The ideal police substation location will be situated in a visible and easily accessible area in the West Somerville community. It will be considered highly advantageous to lease a location on Upper Broadway.

B. Size:

The interior space must have usable square footage ranging between 700 and 2,300 square feet. The ideal space would have approx. 900 ft² of office space plus 1,000 ft² storage.

C. Parking:

The provision of off-street parking spaces will be considered highly advantageous.

D. Responsiveness of Proposal:

The proposals will be evaluated for responsiveness to the information requested by the RFP in Section III concerning Submittal.

E. Responsibility of Offeror:

The Offeror must demonstrate ownership of the property and must not be delinquent in any taxes or other liens or payments owed to the City of Somerville.

F. Price:

When a property is considered suitable based on size and location, the City will determine actual cost per square foot, including without limitation, the City's estimated cost of alterations to make the property suitable for a police substation (if applicable), and the cost to the City to finance the transaction.

G. Other purchase/lease terms:

The Committee will evaluate the net economic benefit of the other purchase/lease terms to the City.

H. Amenities:

Properties will be evaluated on amenities provided, including existing bathrooms; kitchen facilities; air conditioning, wiring to support technological needs of the substation, and other upgrades or improvements of value and good condition to a police substation.

I. Readiness:

The City wishes to open a West Somerville Police Station, or continue its current operations at the current location, by March 1, 2018. The preferred proposal will include a timeline, which facilitates the opening/continued operation of the substation as close as possible to this date.

VI. Rule for Award

The most advantageous proposal from a responsive and responsible proposer, taking into consideration price, and all other evaluation criteria set forth in this RFP, will be selected.

VII. Reservation of Rights

The City of Somerville reserves the right to extend the deadline for submission of proposals, to waive minor informalities, and to reject any or all proposals if in its sole judgment the best interests of the City of Somerville would be served in doing so.

VIII. Additional Information

For additional information, please contact Angela M. Allen, Purchasing Director, at the above address or by telephone at (617) 625-6600, x.3400, by fax at 617-625-1344 or by e-mail at amallen@somervillema.gov.

APPENDIX A

**CERTIFICATION OF GOOD FAITH
Pursuant to G.L. c. 30B, §10**

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.

(Name of person signing bid or proposal)

(Name of Business)

(Signature)

APPENDIX B
DISCLOSURE STATEMENT
Acquisition/Disposition of Real Property

See attached.

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

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The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:

- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant
 Seller/Grantor Buyer/Grantee
 Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
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- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been

**DISCLOSURE STATEMENT FOR
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filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

APPENDIX C

**DISCLOSURE AND CERTIFICATION FORM
Somerville Campaign Contribution Ordinance**

See attached.

Offeror must complete form in its entirety in order to be eligible for a lease agreement.