



MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

REQUEST FOR PROPOSALS (RFP) FOR OFFICE SPACE

Dated: 9.22.22

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1. EXECUTIVE SUMMARY

This document details a search for office space of approximately 5,000 square feet, to relocate Massachusetts Development Finance Agency's ("MassDevelopment" or the "Agency") current West Regional Office by July 1, 2023 to a targeted geographic area within the City of Springfield as defined in Exhibit A. Space requirements, submission details, selection schedule and desired terms of a lease agreement are included within this Request for Proposals (RFP). MassDevelopment intends to enter a real estate lease with the selected property owner. The landlord will be responsible for creating and maintaining Class B or above conditions throughout the lease term, with components of final IT build out by MassDevelopment as further detailed in Section 3.

Proposals to this RFP are due by November 7, 2022.

Proposals should be submitted electronically to the following:

<https://www.cognitoforms.com/MassDevelopment/WestRegionalOfficeLeaseRFP>

2. GENERAL INFORMATION – WHO WE ARE

The Agency is a body politic and corporate, and a public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”), created pursuant to M.G.L. c . 23G to help foster economic development across the Commonwealth. The Agency is governed by an 11-member Board of Directors. MassDevelopment prides itself on a team-oriented, solutions-based approach to economic development. The Agency provides its clients with entrepreneurial solutions to complex real estate projects and financing options that create economic opportunities within Massachusetts. Our staff is located in offices throughout the Commonwealth.

3. AGENCY’S SITE SPECIFIC REQUIRMENTS

- Location Requirements:** The proposed office space should be located within the City of Springfield with a preference for office space located within the area set forth on Exhibit A.
- Type of Space:** Minimum Class B Office Space or better, professionally managed and maintained, and meeting all applicable building, fire and other safety laws, codes and regulations.
- Term:** Preferred Option: Five Years, with Agency’s right to extend the term for two successive one-year term extensions, in each instance by giving Landlord not less than 6-months-prior-written notice.
- Desired Date of Occupancy:** Agency will require access to finished and permitted space ready for full occupancy by July 1, 2023.
Between July 1, 2023 and July 30, 2023, the Agency will perform furniture and staff move in, and IT set up.
Rent Commencement on August 1, 2023 or 30 days after landlord delivers space ready for full occupancy, whichever the latter.
- Space Needs:** Approximately 5,000 rentable square feet of continuous Usable Area (defined below) with the following requirements provided by landlord:
- A lobby area that can accommodate a small waiting area for visitors (A dedicated reception desk is not required).
 - A dedicated conference room to accommodate up to 12 people at the conference table.
 - Two small meeting rooms, each room will accommodate up to four people at a small conference room table.
 - An open plan / collaborative work area, to accommodate 6-10 people in various flexible seating configurations.
 - Up to 12 private offices or workstations, (a mix of single and double occupancy rooms that furnish workstations for up to 12 staff members).
 - Office and meeting room doors should be lockable from inside with privacy style hardware.
 - Area for copier, fax and printer, storage and filing.
 - Kitchen with a sink, refrigerator/freezer, dishwasher and potable water supply. Countertop and convenience outlets above for Microwave, water bubbler, coffeemaker, etc.
 - Restrooms – preferred location to be private within suite – if

not within the suite, then secure and dedicated to building tenants only.

- Daily Janitorial services including trash removal, cleaning of all building services, restrooms and refill of restroom supplies.
- Inclusion within all relevant building directory and wayfinding signage. Allowance for suite main entry signage coordinated with Agency marketing team. Allowance to design and install exterior mounted building signage.
- 24-hour access control with the ability to program agency staff cards (Approximately 150 HID Cards) or ability to provide up to 100 access cards at no additional charge beyond base rent.
- Clearly defined process for receiving USPS mail along with courier service delivery for an office that may not be staffed at all times during regular business hours.
- Computer / phone needs:
 - Adequate electrical power to support 20-30 users
 - Common electrical, telephone, and network connections for 1 shared network printer, and 1 all-in-one copier/scanner/fax/printer.
 - Offices, conference/meeting rooms, printers, and other network devices require minimum Cat6 network and telephone wiring. All offices should have 2 network cables. Printers and other network devices should have 1 network cable. All conference/meeting rooms should have 4 network cables: 2 located either floor mounted under the location of the table or to the closest wall, 2 cables located 5 feet above finished floor on the same wall where monitor will be mounted.
 - Conference Room should have an interior wall large enough to mount a 60" monitor and sufficient clearance and blocking to attach a small shelf above and below the monitor.
 - 3, CAT6 network cable drops evenly distributed across the suite within the ceiling for ceiling mounted WiFi Access Points.
 - Access to the telecom demarcation point for the building for installation & maintenance of broadband internet connections.
 - Server Room – (approximately 40 sf) secured card access area with ventilation, electrical, and network connections for phone system, network switch, router, and a server. Minimum of two 15A circuits present in server room.

Usable Area:

For the purposes of this RFP, "Usable Area" means, with respect to the lease premises or any space removed from or added to the lease premises, the square footage determined by measuring the entire floor area of the lease premises 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 leased 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 Agency occupies a portion of a floor, an entire floor, or an entire building.

Parking: Five spaces adjacent to the leased area or within 500 yards of the leased space, with the ability to add additional spaces if needed

Additional Requirements:

- **Eligible Proposer:** The proposal must be submitted by the record owner(s) of the proposed property; the tenant(s) of the proposed property whose lease permits subleasing; Or a broker or an agent of any such party with the authority to bind such party to an agreement with the Agency regarding the subject matter of the proposal, provided that the record owner(s) or the tenant(s) of the proposed property must execute the lease as landlord.
- **Zoning:** Office use shall be an allowable use as of right or proposer will have any special permit requirements in hand at the time of proposal submission.
- **Building Codes:** The proposed building must comply with all applicable federal, state, and local code requirements, or the Agency must be satisfied that it can and will be brought into substantial compliance by the desired date of occupancy. Such codes include, but are not limited to, the Massachusetts State Building Code, Massachusetts Architectural Access Board Regulations, and other applicable provisions of the Code of Massachusetts Regulations. If a proposal is accepted subject to a landlord meeting certain code requirements, the Agency will not take occupancy of the space until all code deficiencies have been fully corrected.
- **Barrier-Free Access:** The proposed building and office premises must be universally accessible.
- **Hazardous Substances:** The proposer must warrant and represent that any and all hazardous substances, whether presently known or subsequently discovered, has been or will be remediated in accordance with all applicable laws and regulations before the Agency takes occupancy of the proposed premises and the building with an ongoing obligation during the term.
- **Proposer/Landlord Capacity for Turnkey Leased Premises:** The proposer must agree to meet turnkey requirements for the space needs, and will be required to perform any necessary build-out and provide move-in ready space absent of MassDevelopment furniture, fixtures and equipment before dates noted above in Section 3 of this RFP.

4. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The Agency’s objective is to obtain the space most advantageous to the Agency’s needs for the best value. The Agency will evaluate each proposal for conformity to the requirements of this RFP and the degree to which it satisfies the criteria of this RFP. The Agency will consider the components of evaluation in combination, not in isolation.

Evaluation of proposals will be based on information in the proposals, obtained on site visits, clarified by the Agency, provided by proposers at the Agency's request, and provided by references identified in the proposals. In addition, evaluation of proposals may include consideration of information from state agencies, individuals, and entities with knowledge of any element of any proposal, from the Agency and other Commonwealth files, and from other available and verifiable information.

Site Visits: The Agency, in its sole discretion, will conduct site visits for each competitive proposal to verify the information in the proposal and to facilitate detailed evaluation of the proposal. The proposers or knowledgeable and authorized representatives of the proposers must be present at the site visits. The Agency will contact proposers to confirm the date and time of the site visits. After completion of a site visit, the Agency may determine that a proposal does not meet one or more of the requirements of this RFP, subject to Agency's right to waive portions of the RFP for all proposers.

Evaluation of Proposals: Qualifying proposals will be evaluated based on the criteria of the RFP. The Agency will prepare a cost analysis, in accordance with this RFP, of the proposed rent and total costs of occupancy for all proposals evaluated. The following criteria will be used by the Agency's selection committee to evaluate qualifying proposals. All factors will be weighed equally.

- *Economic Impact:* The way in which MassDevelopment tenancy will advance and/or support the economic & community development of the target area.
- *Location and Size:* Ability to meet the location and size requirements set forth in this RFP.
- *Condition:* The space should be Class B Office Space or better, professionally managed and maintained, and meet all applicable building, fire and other safety laws, codes and regulations. The proposal's turnkey requirements for the space needs.
- *Availability Date:* Ability to meet the availability requirements set forth in this RFP.
- *Cost:* The dollar amount per square foot with a description of what the rent includes (i.e. gross rent, excludes electricity, includes maintenance, etc.).
- *Parking:* Ability to meet the parking space needs set forth in this RFP.

Conditional Selection of a Proposal; Notification of Proposers; Preparation of the Lease:

The Agency will make a conditional selection of a proposal. Upon the conditional selection of a proposal, The Agency will notify the other proposers in writing that a conditional selection has been made. Such conditional selection does not represent a contract and does not commit the Agency to enter into a lease. In addition to the general condition for the reaching of an agreement, the selection of a proposal may be conditioned upon the prospective landlord satisfying specific timelines and conditions established by the Agency, including but not limited to the submission and approval of proposed floor plan and finishes.

It is assumed that the parties will make a good-faith effort to negotiate a lease acceptable to the Agency and the conditionally selected proposer. The Agency reserves the right to terminate the conditional selection and lease negotiations due to unforeseen changes in the requirements of the Agency, the failure to finalize a lease in a timely manner, or if termination is deemed to be in the best interests of the Agency. The Agency, and the conditionally selected proposer will work together to finalize a lease.

Design and Completion of the Landlord's Improvements; Occupancy: Following execution of a lease, it is landlord's responsibility to deliver the premises to tenant in accordance with the

lease. In accordance with the lease, landlord is responsible for the completion of working drawings prepared by licensed professionals, furnishing all labor and materials, and securing all permits necessary to complete the landlord’s improvements, and for achieving substantial and final completion of improvements. The Agency will review final design plans prior to construction to approve that such are in accordance with the approved floor plan and finishes defined during negotiation and preparation of the lease. The Agency shall take occupancy of the leased premises after the leased premises are deemed available for occupancy in accordance with the lease.

5. PROPOSAL REQUIREMENTS AND SCHEDULE

Event	Date / Range / Deadline
Request for Proposals Issued	September 22, 2022
Deadline for Respondent Questions Due	October 17, 2022 (5pm EST)
Agency Responses to Questions Posted	October 21, 2022
Proposals Due	November 7, 2022 (5pm EST)
Agency Initial List of Proposals for Office Tours	November 17, 2022
Office Space Tours	November 29-30, 2022
Agency Selection of Respondent	December 15, 2022
Negotiate terms of LOI for Board Vote	December 2022 / January 2023
Board Vote	Feb/March 2023 Board Meeting
Execution of Landlord’s negotiated form of lease	March, 2023
Landlord Improvements;	April-May-June 2023.
Agency IT Set Up	On or before July 1, 2023
Agency Move	On or before July 31, 2023

Any technical inquiries or other communications related to this RFP are required to be addressed only to Michelle Hennigar, Real Estate Procurement Administrator at MHennigar@massdevelopment.com. Respondents are advised that all questions shall be submitted by the deadline for Respondent Questions stated above. A list of any timely received substantive questions and the Agency’s answers thereto will be posted on the Agency’s website on the date set forth above and shall constitute an addendum hereto.

Respondents may not contact any Agency staff (except as outlined above), Agency Board members, or any other Commonwealth department or agency staff or officials regarding this RFP. This restriction extends from the date of this RFP and continues until the selection process is concluded. Failure to observe this prohibition shall be grounds for disqualification.

PROPOSAL REQUIREMENTS

Respondents to this RFP **must submit their proposals via the online submission form available at**

<https://www.cognitofirms.com/MassDevelopment/WestRegionalOfficeLeaseRFP>

Proposals shall be submitted no later than the date and time set forth above and shall provide all information requested, including, but not limited to Exhibit C – Beneficial Interest Form.

Proposals or any parts thereof received after the required date and time will be rejected as non-responsive to the RFP, at the Agency’s sole discretion. Delivery of proposals to any office, function, advisor, or location other than that listed above will not constitute receipt by the

Agency. It is the sole responsibility of the proposer to ensure that proposals are received by via the online submission form prior to the stated deadline.

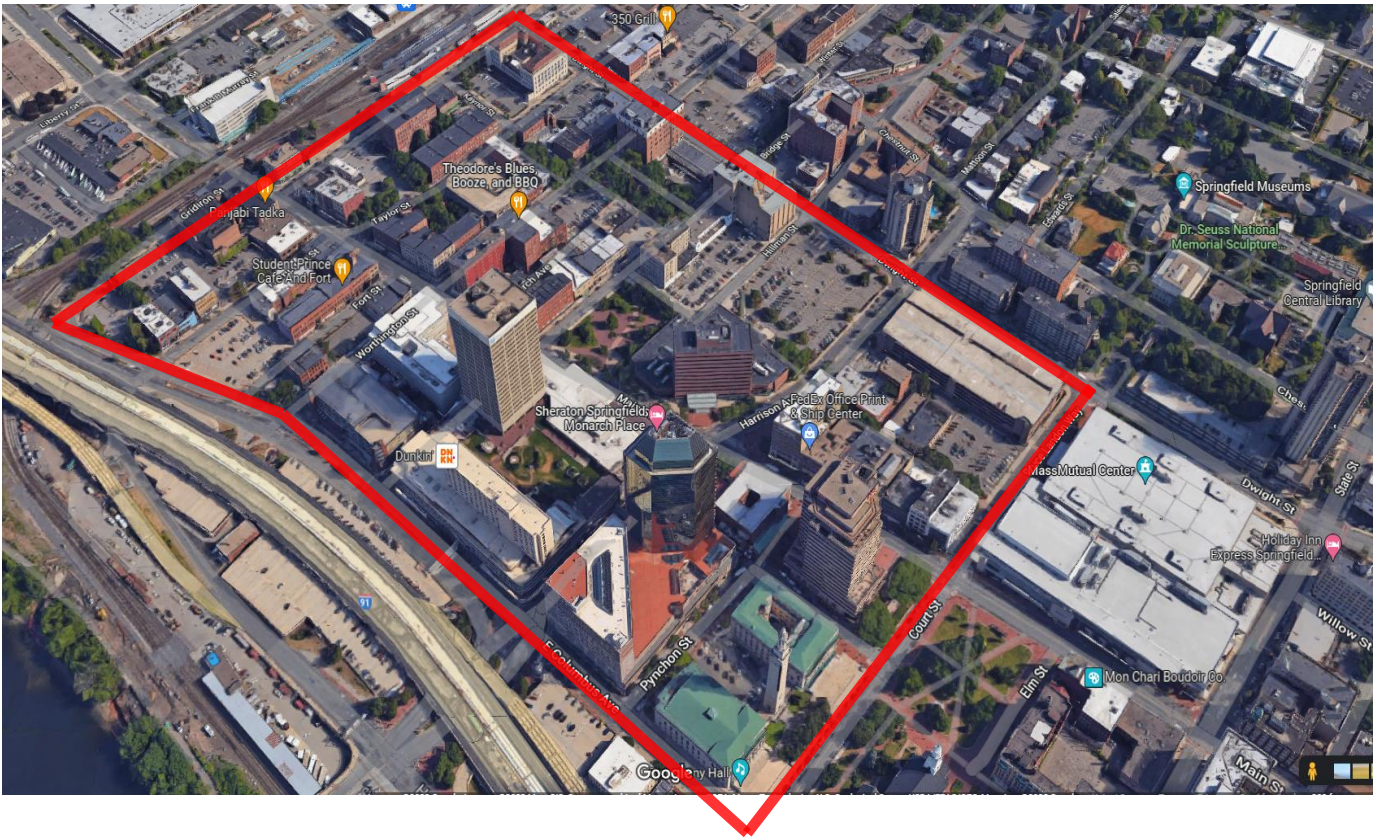
The Agency reserves the right to seek additional information from any and all proposers, to reject any and all proposals, to waive any minor informality in the proposals, and to enter into any agreement deemed by the Agency to be in its best interest.

6. GENERAL PROVISIONS

1. MassDevelopment reserves the right to reject any or all responses or parts of responses, to solicit new responses and to enter into a lease as it deems to be in its best interest.
2. By submitting a proposal to MassDevelopment, a proposer is certifying that its offer is in all respects bona fide, fair and made without collusion or fraud with any person. As used in this section, “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
3. Responders are hereby notified that issuance of this RFP and receipt of proposals does not assure that a proposal will be selected.
4. Responders will bear all costs and expenses incurred in preparation of their responses and in the execution of any lease with MassDevelopment.
5. MassDevelopment reserves the right to waive any informalities, minor deviations, insignificant mistakes and matters of form rather than substance and to seek clarification of the proposals, which can be waived or corrected without prejudice to other respondents, potential respondents or MassDevelopment. No officer or agent of MassDevelopment is authorized to waive this reservation.
6. A proposal may be modified or withdrawn by a proposer prior to the time proposals are due by delivering a written notice to Michelle Hennigar, Real Estate Procurement Administrator at MHennigar@massdevelopment.com.
7. Incomplete forms saved in the online submission system are not valid responses and may be rejected as incomplete.
8. Any proposal submitted in response to this RFP shall be considered a firm offer and shall remain effective unconditionally for one hundred and twenty (120) days.
9. No proposer shall make any press conference, news releases or announcements concerning its selection or non-selection for a leasing arrangement prior to MassDevelopment’s public release of said information or prior to the written approval of MassDevelopment.
10. During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as required under law).

EXHIBT A - Location Requirements

Location Map.



The ideal site will be located within a priority target area of downtown Springfield, between Gridiron and Lyman Street to the North West and Court Street and Bruce Landon Way to the South East, Dwight Street to the North East and East Columbus Avenue to the South West (see aerial photo above).

As per the RFP Evaluation Criteria in Section 4 “Evaluation of Proposals”, MassDevelopment seeks to leverage its tenancy to achieve greater impact by advancing the economic & community development of the target area.

EXHIBIT B - Lease Proposal Form For Reference ONLY

NOTE:

The following table is for reference only and identifies the information that must be submitted through the online submission form available at:

<https://www.cognitofrms.com/MassDevelopment/WestRegionalOfficeLeaseRFP>

Property Address:
Property Owner's Name:
Property Owner's Address:
Property Owner's Tel:
Property Owner's Email:
Property Managed By:
Broker (if any):
Broker Address:
Broker Tel:
Broker Email:
Total Building Size:
Type of Space (Class) Offered:
Total Usable Square Footage Offered (Useable SF):
At Grade or Above (Floor Number)
Elevator Access:
Parking (Reserved and Public) as part of the lease:
Date Space Available as of
Total Rent / Per Year Inclusive of all utilities, taxes, and CAM charges. Break out all charges as they will be set forth in the lease
<u>Attach</u> Site and Floor Plan and Photographs of both interior and exterior showing property condition and surrounding site context
<u>Attach</u> form of lease for the building (if used)
<u>Attach</u> completed Beneficial Interest Form (Exhibit C)
Any Additional Information

Exhibit C - Beneficial Interest Form
[Attached – please complete form, sign and submit at the link]

**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)**

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: Lease Agreement

- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Massachusetts Development Finance Agency

- (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):

NAME

RESIDENCE

- (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 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 timeshares 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