

REQUEST FOR PROPOSALS (RFP)

COMMERCIAL BUILDING ACQUISITION FOR PARK PLYMOUTH OFFICE Plymouth Growth and Development Corporation (PGDC)

Introduction

The Plymouth Growth and Development Corporation (PGDC), who operates Park Plymouth – the designated provider of public parking services in Downtown Plymouth, MA - is soliciting proposals for the purpose of acquiring a downtown commercial building for its Park Plymouth Offices. While the building must, at a minimum, be large enough to accommodate the size requirements for the Park Plymouth Offices as stated in the RFP, it may include additional area in the form of rentable office and/or other commercial space, again, subject to RFP requirements.

Background

PGDC currently leases office space for Park Plymouth at 40 Court Street, Floor 1, Unit 1, in Downtown Plymouth, which is of insufficient size to accommodate current & future operational needs. The office includes a vestibule and customer service counter from which Park Plymouth staff sell parking permits, process parking citation payments and provide other customer service functions. Included are administrative offices, a conference table area for meetings, and a meter repair/counting room. Customer service counter hours are Mondays through Fridays 10 a.m. to 5 p.m., while staff maintains general work hours from the office, 7 a.m. to 7 p.m. seven days/week, year-round. Park Plymouth has a total staff of ten (10) and keeps two company vehicles onsite – one used for parking enforcement, the other for parking lot maintenance and meter repairs/collections.

Quality Requirements of Property

The property and building **must** meet the following minimum quality requirements:

- ❖ **Location:** within ½ mile of Plymouth Town Hall, 26 Court Street, Plymouth, MA and ¼ mile of Route 3A.
- ❖ **Zoning:** zoned for commercial use.
- ❖ **Building/Office Space:** availability for a total of at least 2,500 square feet of Class A Office Space with air conditioning, office restroom, standard phone/data/power, and ADA-accessible customer entryway for future 1st Floor customer service counter.
- ❖ **Storage Area(s):** Minimum of 500 square feet of storage for Park Plymouth use in dry basement with high basement ceilings and/or in storage shed/garage.
- ❖ **Office Parking:** at least 15 total parking spaces for Park Plymouth staff and customers unless within 300 feet of Park Plymouth public parking lot.
- ❖ **Occupancy Date:** office space available for Park Plymouth's occupancy between January 1, 2019 and March 31, 2019.
- ❖ **Clear Title:** owner must provide good clear and marketable title for the property and be able to transfer same to the PGDC.

Proposals not meeting the Quality Requirements will be judged non-responsive.

Comparative Criteria

The following comparative criteria is established to identify features of the property **preferred by PGDC, but not required.**

- ❖ **Location:** within ½ mile of Plymouth Town Hall, 26 Court Street, Plymouth, MA and within 1/8 mile of Route 3A.
- ❖ **Office Space:** between 2,750 and 3,000 square feet of Class A Office space.
- ❖ **Storage Area(s):** Storage shed/garage or land available to construct storage shed/garage with 1,000 square feet of storage or more.
- ❖ **Public Use Parking:** property has land available for potential construction of a public-use surface lot to supplement public parking in downtown Plymouth.
- ❖ **Buildings with Additional Commercial Space:** For proposals that include a building with more commercial space than needed by PGDC/Park Plymouth (see Quality Requirements section above), the building should be fully occupied with favorable lease terms and quality tenants compatible with the Park Plymouth Office.

Procurement Schedule

RFP Issuance:	Wednesday, March 14, 2018
Deadline for Submitting Written Questions:	Wednesday, March 28, 2018 at 5:00 p.m.
Proposals due by:	Wednesday, April 11, 2018 at 5:00 p.m.
Anticipated Evaluation and Selection Pending Due Diligence:	Wednesday, April 25, 2018

The successful proposer must be prepared to enter into a purchase and sale agreement within sixty (60) days from PGDC selection of the successful proposer.

Instructions to Proposers

- All proposals must be signed by the owner of the property and enclosed in a sealed envelope that is plainly marked on the outside “PGDC Commercial Building Acquisition”. The proposal must be signed as follows:
 1. If the proposer is an individual, by him/her personally,
 2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner,
 3. If the proposer is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed (see Attachment F).
- A proposal must include the following attachments:
 1. Information Form (Attachment A) properly completed and executed with applicable/requested attachments.

2. Price Proposal Form (Attachment B) properly completed and executed.
3. Non-Collusion Certificate Form (Attachment C) properly completed and executed.
4. Tax Compliance Form (Attachment D) properly completed and executed.
5. Disclosure of Beneficial Interest Form (Attachment E) properly completed and executed.
6. Certificate of Vote Form (Attachment F) properly completed and executed (for corporate-owned properties only).

Failure to submit required forms may result in rejection of the Proposal.

- Questions concerning this RFP must be submitted in writing via email to: RFP@parkplymouth.com
- The PGDC may cancel this RFP or reject in whole or in part any or all proposals, if the PGDC determines that cancellation or rejection is in its best interest, and it may select the proposal that it deems to be in its best interest.

Submission Requirements

- PGDC must receive three (3) complete printed copies of each proposal, with all attachments, in the sealed envelope marked "PGDC Commercial Building Acquisition" on or before the previously stated submission deadline at the Park Plymouth Office, 40 Court Street, Floor 1, Unit 1, Plymouth, MA 02360.
- Any proposals received later than the submission deadline will be deemed non-responsive and will be rejected. All proposals will be date/time noted as they are received. Late delivery of materials due to any type of delivery system shall be cause for rejections. Emailed or faxed proposals will be deemed non-responsive and will be rejected, regardless of the date/time received.
- The PGDC will not accept any information or materials submitted after the Submission Deadline unless said information or materials are provided in response to the PGDC's written request for such information or materials.
- These requirements will be strictly enforced. Proposers are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by mail or other delivery service.
- Prior to the submission deadline, proposers may correct or modify or withdraw a proposal by written notice to PGDC at: RFP@parkplymouth.com . After the opening of proposals, a proposer may not correct or modify the price or any other provisions of its proposal in a manner prejudicial to the interests of the PGDC or fair competition as determined by the Inspector General of the Commonwealth of Massachusetts. No proposer may withdraw his proposal for a period of ninety (90) days after the date and time set for the opening of the proposals.
- All proposals shall be unconditional.
- The PGDC reserves the right to request additional information from any or all proposers if it is deemed necessary for determining the most advantageous proposal.
- PGDC is interested in securing the property at the lowest responsible price. However, PGDC reserves the right to select the Proposer offering the most advantageous property proposal and purchase price and shall not be required to award to the Proposer offering the lowest price. PGDC reserves the right to negotiate the purchase price and other terms with the selected proposer in a manner not prejudicial to fair competition.
- Any award is subject to obtaining the proper zoning and regulatory approvals to the extent any may be necessary to fulfill the requirements of this RFP. Any award is also subject to authorization and appropriation by PGDC.

- The PGDC reserves the right to conduct site visits to verify the information provided in the proposals and to perform detailed evaluations of the proposed property prior to award. The Proposer's failure to cooperate with the PGDC in this regard may result in rejection of the proposal.

Terms of Purchase

A **Purchase and Sale Agreement** shall be executed between the PGDC and the successful proposer and shall include, at a minimum, the following mandatory terms:

- The PGDC does not have a real estate broker representing it. The seller must agree to defend, indemnify, and hold harmless the PGDC from any claim, loss, damage, costs or liabilities for any brokerage commission or fee, which may be asserted against the PGDC by any broker in connection with this transaction.
- On reasonable notice, the PGDC and any of its consultants, will be granted access to the property to examine the property, including, without limitation, conducting surveys, soil tests and environmental investigations, and inspections of the building and building systems existing structures. The seller shall grant reasonable access to the PGDC and its consultants, contractors, agents and representatives to the proposed property for such inspections and investigations.
- The property will be delivered vacant except for tenants and associated property covered by valid written leases, unless specifically agreed to by both parties in writing.
- The seller shall deliver a good and sufficient quitclaim deed of the property to the PGDC. The deed shall convey good, clear record and marketable title to the property, subject only to those easements, restrictions and encumbrances, which are acceptable to the PGDC and do not interfere with the use of the property for PGDC purposes, including office use.
- The physical and environmental condition of the property and the improvements therein shall be entirely acceptable to the PGDC, in the PGDC's discretion, or the PGDC shall not be obligated to purchase the property.
- The seller shall provide sufficient authority documentation, in recordable form, including, without limitation, as applicable, legal existence and good standing certificates from the Secretary of State, complete incumbency certificates and trustee's certificates, valid current vote(s)/resolution(s), direction of partners, members or beneficiaries, and other documentation as reasonably required by the PGDC.
- Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. Any taxes paid by the seller prior to the closing shall not be refunded.
- The closing must occur within ninety (90) days from the date the parties enter into the Purchase and Sale Agreement unless agreed to otherwise in writing by both parties.
- The PGDC shall have no obligation to purchase the property, and the Purchase and Sales Agreement will become null and void if, by way of example, and not limitation:
 1. The PGDC determines at any time prior to closing that the property and/or the improvements thereon are not suitable, for its specific needs.
 2. The information contained in the proposal proves to be inaccurate.
 3. It becomes unlawful for either party to execute the purchase and sale agreement or consummate the transaction.
 4. The PGDC fails to obtain necessary approvals or financing.

5. The building on the property is damaged or destroyed by fire, vandalism or other casualty, or all or part of the property is taken by eminent domain by any entity.
6. The seller fails to waive relocation benefits under M.G.L. c.79A and 760 CMR 27.03 for itself and all other tenants or other occupants of the property.
7. The PGDC fails to obtain any proper zoning and/or regulatory approvals to the extent necessary to use and operate the property for the PGDC's intended purposes.

RFP Communications

It is the sole responsibility of the Proposer to ascertain the existence of any addenda and/or modifications disseminated by the PGDC, whether or not the same are mailed to, or received by the Proposer. As this RFP has been published on the PGDC's website www.parkplymouth.com all proposers are responsible for checking the PGDC's website for any issued addenda to the RFP. The PGDC accepts no liability for, and will provide no accommodations to, proposers who fail to check for addenda to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact PGDC at: RFP@parkplymouth.com in the event this RFP is incomplete, or the Proposer is having trouble obtaining any part of the RFP electronically through the PGDC's website, including, and without limitation, the proposal form and attachments.

Proposers with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda in an alternative format, must communicate such requests in writing and accommodation will be made by agreement.

Evaluation Criteria

The evaluation of proposals will be based upon information provided in the proposals, obtained on site visits and from other generally available and verifiable information. The PGDC reserves the right to request clarification of proposal terms or additional information after the Submission Deadline.

Proposals that meet all Quality Requirements, Proposal Instructions and Submission Requirements, and Terms of the Purchase, as previously listed in this RFP, will be evaluated based on the Evaluation Criteria provided below that reflects the PGDC's preferences established in the Comparative Criteria previously listed in this RFP.

Property Location

Highly Advantageous: Located within ¼ mile of Plymouth Town Hall and within 1/8 mile of Route 3A

Advantageous: Located within ½ mile of Plymouth Town Hall and within 1/8 mile of Route 3A

Not Advantageous: Located within ½ mile of Plymouth Town Hall and within ¼ mile of Route 3A

Office Space

Highly Advantageous: Between 2,750 and 3,000 square feet of Class A Office space

Advantageous: Between 2,600 and 2,750 square feet of Class A Office space

Not Advantageous: Between 2,500 and 2,600 square feet of Class A Office space

Storage Area(s)

Highly Advantageous: Available storage shed/garage with 1,000 square feet or more for Park Plymouth use

Advantageous: Available storage shed/garage with 500 to 1,000 square feet or more for Park Plymouth use or land available to construct storage shed/garage with 1,000 square feet or more for Park Plymouth use.

Not Advantageous: Limited to dry basement w/high ceilings and at least 500 square feet of storage for Park Plymouth use

Office Parking

Highly Advantageous: more than 20 parking spaces on the property available to Park Plymouth office

Advantageous: 15 to 20 parking spaces on the property available to Park Plymouth office

Not Advantageous: less than 15 parking spaces on the property available to Park Plymouth office but within 300 feet of Park Plymouth/public parking lot

Public Use Parking

Highly Advantageous: land available for potential construction of a public-use surface lot of 40 spaces or more

Advantageous: land available for potential construction of a public-use surface lot with 25 to 39 spaces

Not Advantageous: land not available for potential construction of a public-use surface lot of at least 25 spaces

Buildings with Additional Commercial Space: This evaluation criteria will only be used to differentiate proposals that include a building with more commercial space than needed by PGDC/Park Plymouth. It will not be used to penalize any single-use buildings that meets the quality requirements of this RFP.

Highly Advantageous: All tenant spaces are fully leased with lease terms deemed highly advantageous to PGDC

Advantageous: All or most tenant spaces are leased with lease terms deemed advantageous to PGDC

Not Advantageous: Less than half of tenant spaces are leased and/or lease terms are deemed not advantageous to PGDC

Evaluation and Selection Process

The PGDC may conduct site visits of properties offered for sale pursuant to this RFP. The Proposer agrees to provide access to the PGDC and its consultants, contractors, agents and representatives to the entire property during the site visit(s) and have someone present with knowledge of the site conditions to answer questions. The PGDC in the selection process will consider information obtained from site visits.

The PGDC will evaluate proposals in accordance with the evaluation criteria set forth in this RFP. The PGDC Board of Directors is the awarding authority, and will select the most advantageous proposal, taking into consideration the evaluation criteria and price.

Any purchase and sales agreement entered into pursuant to this RFP will be subject to PGDC Board of Directors approval.

ATTACHMENT A

INFORMATION FORM (Page 1 of 3)

Property Street Address: _____ Map # _____ Parcel ID _____ Total Acres: _____

Current Town Assessed Value: _____ Current Annual Property Tax: _____

Property/Special Assessments if any: _____

- **Attach** a copy of recent property appraisals if any.
- **Attach** the tax map(s) showing placement of the parcel(s) and a copy of the Assessor's property record card(s) for that parcel(s).
- **Attach** a copy of the current deed(s) with the Registry of Deeds Book and Page reference.

In what zoning district is the property? _____

To your knowledge, does the property meet all of Plymouth's Bylaws and regulations? _____

Are there any right-of-way privileges or easements benefiting the property? _____ If yes, please **attach** a detailed explanation.

Are there any right-of-way privileges or easements, burdening the property? _____ If yes, please **attach** a detailed explanation.

Have there been any past, current or pending litigation, legal or governmental actions against the property/ owners? _____ If yes, please **attach** a detailed list and summary.

Have there been any insurance claims on the property? _____ If yes, please **attach** a list and description of each claim and amount.

Are there any deed restrictions? _____ If yes, please **attach** a detailed explanation.

Have there been any environmental assessments conducted on the property? _____ If yes, please **attach** any environmental assessment reports with a detailed explanation.

Describe the current and past uses of the property, including any known history of any underground storage tanks or the release or disposal of any oil or other hazardous materials on the property. _____

Has the property been surveyed? _____ Date of survey: _____ Bounded by monuments? _____

- **Attach** a Site Plan or Survey Plan if any.
- **Attach** a list of Current Owner(s) name(s), address, preferred phone contact number, and email.
- **Attach** a list any liens or mortgages of record, including Registry Book and Page references.

Commercial Building Square Footage (s.f.): _____ # of Floors: _____

of Leasable Units: _____ # of Currently Leased Units: _____ Indicate Vacant Units listed below if any: _____

<u>Leasable Units:</u>	<u>Monthly Rent:</u>	<u>Current Tenant</u>	<u>Date Lease Expires</u>
Unit #1 (s.f./floor #): _____	\$ _____	_____	_____
Unit #2 (s.f./floor #): _____	\$ _____	_____	_____
Unit #3 (s.f./floor #): _____	\$ _____	_____	_____
Unit #4 (s.f./floor #): _____	\$ _____	_____	_____
Unit #5 (s.f./floor #): _____	\$ _____	_____	_____
Unit #6 (s.f./floor #): _____	\$ _____	_____	_____
Unit #7 (s.f./floor #): _____	\$ _____	_____	_____

If there are additional units, please list requested information above on the back of this page.

Unit # (above) Proposed for Park Plymouth Office: _____ Date Available for Occupancy: _____

Is the building air conditioned? _____ Is there a working back-up generator for the building? _____

of restrooms in building: _____ # of restrooms in proposed Park Plymouth Office: _____

of paved parking spaces onsite: _____

of paved parking spaces available to Park Plymouth staff, visitors/customers: _____

Are there additional paved parking spaces over-and-above what is currently associated with leased parking that could be made available by Park Plymouth to the general public? If yes, please describe: _____

Is there any additional developable land onsite available for potential construction of a public-use parking lot by Park Plymouth? If so, please **submit** a plan depicting the area with summary description.

- **Attach** a building floor plan if available.
- **Attach** a summary description of current tenants and all leases, including tenant business description, lease history, rents, current terms, options/extensions, all allowed uses of the property, etc.
- **Attach** a physical inventory of furniture, fixtures and equipment that will come with the property.
- **Attach** Annual Profit & Loss (P&L) Statements for the past 3 years.
- **Attach** building conditions assessments or engineering reports if any.
- **Attach** a list, summary description, cost and dates of physical improvements to the building/property.
- **Attach** a list of all annual utility costs by provider (ex. Water, sewer, gas, electric, cable/communications).
- **Attach** a list of service contracts (ex. Trash/recycling, extermination, maintenance, management, etc.)
- **Attach** a summary description of all construction/expansion/building plans in the seller's possession.

Are there any additional structures on the property? If so, please provide a detailed description including size, location, use, and potential storage capacity and availability to Park Plymouth. _____

Please provide a summary description including size, condition and storage space in the building basement area, whether any of the noted storage space is currently leased/used by tenants and what would be available to Park Plymouth. _____

(Note: This form must be included in the proposal submission)

ATTACHMENT B

PRICE PROPOSAL FORM

To the Awarding Authority:

A. The Undersigned proposes to sell the property listed in this Proposal to the Plymouth Growth & Development Corporation (PGDC) in response to this Request for Proposal (RFP), for the price listed below in accordance with the terms and conditions of the RFP.

Property Address: _____

Assessors map and Lot Number: _____

Registry of Deeds Book and Page: _____

B. The proposed contract price is: _____

(Please print price in writing above (in English), and numerically below)

\$ _____

This price includes the parcel(s), any and all buildings/structures, physical improvements and amenities on the parcel(s), and building systems (mechanical, electrical, plumbing, communications and any others) as well as furniture, fixtures, equipment included in the Proposal and any future development plans, surveys and engineering reports.

Date: _____

Name of Proposer: _____

Authorized Signature: _____

(Title: _____)

Business/Street Address: _____

City, State, and Zip: _____

Contact Phone Number: _____

(Note: This form must be included in the proposal submission)

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this 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 natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Authorized Signature: _____

(Print Name/Title: _____)

(Company/Organization/Owner Name): _____

Date: _____

(Note: This form must be included in the proposal submission)

ATTACHMENT D

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws (MGL), Section 49A (b), I _____,
authorized signatory for _____,
(Company/Org./Individual Proposer)

penalties of perjury that said owner has complied with all laws of the Commonwealth of Massachusetts, and the
Town of Plymouth, relating to taxes, permit or other fees, reporting of employees and contractors, and
withholding and remitting child support.

Signature: _____

Date: _____

(Note: This form must be included in the proposal submission)

ATTACHMENT E

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION (*Page 1 of 2*)

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Plymouth Growth and Development Corporation (PGDC)

2. Complete legal description of the property: _____

3. Type of transaction: SALE

4. Seller(s): _____

Purchaser(s): Plymouth Growth & Development Corporation (PGDC)

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has, or will have a direct, or indirect beneficial interest in the real property, the names of all stock holders must also be listed except that, if the stock of the corporation is for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.*

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name	Title or Position
_____	_____
_____	_____

6. This section must be signed by the individual(s) corporation(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Authorized Signature: _____

Printed name: _____

Title: _____

Date: _____

(Note: This form must be included in the proposal submission)

