RFP

Short Term Office Space
For Nonprofit Programs & Administration

FOR THE 93-99 BISHOP ALLEN DRIVE RENOVATION PROJECT

The Cambridge Redevelopment Authority is seeking proposals from commercial property owners to provide office and meeting space for lease. Space is needed for nonprofit tenant relocation during a 6 - 8 month renovation project at 93-99 Bishop Allen Drive, which is now occupied by 11 nonprofit community service providers with employee counts of 1 – 40 people. This RFP may be satisfied by multiple proposals from different respondents.

The CRA adheres to the City of Cambridge’s commitments to contracting and sub-contracting to Minority and Women Owned Business. The CRA reserves the right to reject any or all proposals, waive any minor informality in the proposal process, and accept the proposal deemed to be in the best interest of the CRA.

The successful respondent (the “Contractor”) must be an Equal Opportunity Employer.


Respondents are invited to an optional online information session on Wednesday, July 8, 2020, at 11:00 am. To join the information session, respondents must register by July 7th by emailing Erica Schwarz at ESchwarz@CambridgeRedevelopment.org.

Responses will be accepted starting on Monday July 13, 2020 via email. The proposal process will remain open until the CRA’s needs for office relocation space has been met, expected no later than November 30, 2020. All proposals will become public information. The CRA will hold a public Zoom meeting on Monday July 27th at 2:00 pm and on Monday August 24th at 2:00 pm to record the name of each respondent to date and the property being offered. Those wishing to attend the proposal opening meetings must email ESchwarz@CambridgeRedevelopment.org by Friday July 24th and Friday August 21st respectively.

The status of this RFP will be updated at: www.cambridgeredevelopment.org/jobs-contracting

Respondents interested in receiving RFP addenda and updates must provide a working email address to Erica Schwarz at ESchwarz@CambridgeRedevelopment.org.
1. CONTEXT

In October 2019 the CRA purchased the building at 93-99 Bishop Allen Drive in the Central Square neighborhood of Cambridge, Massachusetts. The building is home to eleven Cambridge-based non-profit organizations who occupy approximately 14,000 square feet of usable space. In the next year, the CRA will conduct a multi-million dollar improvement project in the building. All tenants will need to temporarily relocate during the 6 – 8 month construction period.

The RFP is being issued consistent with the CRA’s Procurement Policy, and the requirements for services procurements set forth in M.G.L. Chapter 30B. The most advantageous offers from responsive and responsible proposers, taking into consideration all evaluation criteria and price, will be selected to provide short term office rental space.

2. PROPOSAL SUBMISSION GUIDELINES

Responses will be received starting on July 13, 2020. The proposal process will remain open until the CRA’s needs for office relocation space has been met, expected no later than November 30, 2020. This RFP may be satisfied by multiple respondents. No decision will be made to enter into any contracts for space under this RFP before August 1, 2020.

To submit a proposal respondents must provide one electronic response marked “[Your Firm Name] Bishop Allen Drive Rental Relocation” to Erica Schwarz, at ESchwarz@CambridgeRedevelopment.org on or after July 13, 2020. The response may be emailed or provided via a weblink through Dropbox, Google Drive or similar site that CRA staff can access. You will receive an email confirmation of receipt of your submission within one business day. Delivery to any other CRA staff person does not constitute compliance with this paragraph. It is the responsibility of the applicant to assure proper delivery.

Respondents interested in receiving RFP addenda or information about when the process will close must provide a working email address to Erica Schwarz at ESchwarz@CambridgeRedevelopment.org.

The CRA is not liable for any cost incurred by the Respondents in the preparation of Proposals. The CRA may request additional information in support of proposals after proposals are submitted.

Note: All selected proposers will be required to submit a disclosure of beneficial interest to the Division of Capital Assets Management and Maintenance (DCAMM) as required by MGL chapter 7C, section 38 before signing a rental agreement with the CRA.

3. INFORMATION SESSION

Interested bidders (Respondents) are encouraged to attend an optional online information session on July 8, 2020, at 11:00 am. You must register by July 7th by emailing: ESchwarz@CambridgeRedevelopment.org.

Respondents unable to attend the information session will be able to view the session within 24 hours after it is completed by emailing Erica Schwarz to request a link for the video.

4. DURATION OF AGREEMENT

The office rental Contract is expected to last between 6 to 8 months, to begin on or near January 1, 2021, (the “Term”). The CRA will prioritize proposals which allow for flexibility by allowing for a month to month contract that may extend for a total of eight months or longer.
5. OFFICE SPACE REQUIREMENTS

Core Requirements

The CRA seeks short term rental contracts for approximately 13,000 total square feet of usable office space. The square footage required may be located among different properties. The CRA may select and contract with multiple respondents to meet this need. Successful respondents will offer space that meets the following Office Space Requirements:

• Available under a short term contract, for a minimum of 6 months, with the ability to extend a contract for up to 8 months or longer.

• Providing anywhere from 160 - 13,000 square feet, to accommodate organizations needing between 1 – 40 work spaces and related uses, or approximately 160 – 5,500 square feet each.

• On public transit, including the MBTA Red Line or frequent bus lines.

• First priority for locations in Central Square, Cambridge; secondary priority for Cambridge-based locations outside of Central Square; third priority for locations outside of Cambridge.

• Turnkey ready, or at least providing a “warm shell”.

• Include meeting room(s) accommodating up to 8 people and/or accommodating 8 – 20 people.

Special Amenities

A respondent may be successful providing space that only meetings the requirements above. However, some tenants require additional space characteristics; the CRA will select some respondents due to their ability to provide the following Special Amenities:

• At least 6,000 square feet of space that is physically accessible for persons with disabilities.

• On site or immediately adjacent parking for 3 - 10 vehicles.

• Access to kitchenette(s) for office space users.

• At least one private office in spaces between 500 and 1,000 square feet; At least two private offices in spaces of 1,000 to 2,000 square feet. At least four private offices in spaces of at least 2,000 square feet.

• An office space for a tenant requiring 40 work spaces or approximately 5,500 square feet that includes within that square footage four private meeting rooms that can accommodate 2 – 6 people as well as additional meeting room(s) for 10 - 20 people.

• One large meeting room, or set of rooms, accommodating 50 people at one time, preferably adjacent to office space of at least 1,200 square feet.

• Two meeting rooms accommodating 20 – 25 people at one time, preferably adjacent to an office space of at least 1,200 square feet.

• One meeting rooms accommodating 20 – 25 people at one time, in the same building as an office space of approximately 500 square feet.

• Regular access to a recording studio or provision of a sound proofed space suitable for bringing in and using recording equipment

A detailed overview of space needs is included as Exhibit A
6. EVALUATION AND SELECTION CRITERIA

The CRA has determined that the selection of the most advantageous proposal requires comparison of factors in addition to price, because of the unique administrative and programmatic needs of each tenant who will need space.

CRA Staff will evaluate each RFP response on a rolling basis in order to choose any number of finalists whose rental properties we will visit and with whom we may engage in rental contract negotiations.

The CRA will rank respondents meeting the following characteristics more favorably:

- Provides all of the Core Requirements listed in Section 5.
- Has at least three (3) years of experience owning and serving as the lessor of commercial office space for rent. Five (5) years is preferred.
- Employs a professional property management service to maintain the property.
- Offers a total rental cost that is competitive as compared to other respondents for comparable space, including any cost per square foot, gross up factor, triple net expenses, utility fees or other expenses.

See Respondent Scoring Chart below.
<table>
<thead>
<tr>
<th></th>
<th>Highly Advantageous</th>
<th>Advantageous</th>
<th>Non-Advantageous</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meets the Core Space Requirements listed in Section 6</td>
<td>Meets all of the requirements, including a location in Central Square, Cambridge.</td>
<td>Meets all of the Requirements, but space is located outside of Central Square in Cambridge, or is located outside of Cambridge</td>
<td>Does not meet one or more of the Office Space requirements</td>
</tr>
<tr>
<td>Meets the Special Amenities Requirements listed in Section 5</td>
<td>Can provide all of the Special Amenities listed in Section 5</td>
<td>Can provide at least one of the Special Amenities listed in Section 5</td>
<td>Cannot provide any of the special amenities listed in Section 5</td>
</tr>
<tr>
<td>Capacity and Experience</td>
<td>At least 5 years owning and acting as the lessor for commercial office space</td>
<td>At least 3 years owning and acting as the lessor for commercial office space</td>
<td>Fewer than 3 years owning and acting as the lessor for commercial office space.</td>
</tr>
<tr>
<td>Property Management</td>
<td>Provides professional property management services for rental space</td>
<td>Provides professional property management services for rental space</td>
<td>Does not provide professional property management services for rental space</td>
</tr>
<tr>
<td>Total fees for a 6-month contract</td>
<td>The proposed total costs for a 6-month contract, including total rental fees and any brokerage fee, are lower than those of other respondents’ fees, for comparable space.</td>
<td>The proposed total costs for a 6-month contract, including total rental fees and any brokerage fee, are similar than those of other respondents’ fees, for comparable space.</td>
<td>The proposed total costs for a 6-month contract, including total rental fees and any brokerage fee, are significantly higher than those of other respondents’ fees, for comparable space.</td>
</tr>
<tr>
<td>Additional fees for extending to an 8-month contract</td>
<td>The additional cost to extend to an 8-month contract is lower than those of other respondents’ fees, for comparable space.</td>
<td>The additional cost to extend to an 8-month contract is similar than those of other respondents’ fees, for comparable space.</td>
<td>The additional cost to extend to an 8-month contract is significantly higher than those of other respondents’ fees, for comparable space.</td>
</tr>
</tbody>
</table>
7. RFP SUBMISSION REQUIREMENTS

In order to qualify for the work on this project, Respondents must submit a proposal which adheres to the format outlined below and includes all information requested in this section.

Respondents are required to submit the following information via email attachment or an email that includes a web link to Erica Schwarz at ESchwarz@CambridgeRedevelopment.org.

The written part of your proposal, not including photos and the required forms listed in Part 5 below, must not exceed 5 pages. The total electronic file size must not exceed 10MB.

Part 1: Description of Property Owner

Provide a brief overview of the property owner including:

• Name of property owner
• Total square footage of commercial rental property owned, and what percentage is office space vs other uses
• Total years in operation to date as a commercial property owner
• If the property owner is a MWBE (Minority of Women Owned Business Enterprise)

Part 2: Space Description

Provide a written overview of the office space available, including:

• Address, including which floor(s) contain the space being offered
• Total usable square feet
• Number of private offices and amount of square footage available for cubicles or an open work plan
• The number of meeting rooms and the number of people each room may accommodate
• Proximity to the MBTA red line and to the closest MBTA bus line. State which number bus line.
• If the space is fully accessible for persons with disabilities.
• The number and proximity of bathrooms
• All included amenities, such as kitchenettes, and any additional amenities available for a fee
• Dates of availability
• Photo(s) of all relevant rooms/spaces

Part 3: Property Management Description

Provide a brief description of the property management for the space, including if the space retains a professional property management service, if so, the name of the property management firm, and frequency of professional cleaning of the space.

Describe if there are any restrictions regarding days or times when tenants may move in or move out of the space.

Part 4: Leasing and Fee Structure

Describe if the space is being offered via a broker and if there will be a brokerage fee charged to the CRA
Describe the proposed rental fee per square foot and all other charges expected under the lease contract. Describe if utilities are included. If the lessee must pay utilities directly, include a monthly estimate of utility costs.

Describe if the site may be contracted month to month basis, and what the terms for extending the contract from 6 months to a longer term may be.

Part 5: Forms

Complete and provide the Non-Collusion, Non-Discrimination, and Tax/Employment Statements forms provided in Appendix B
8. OTHER PROVISIONS

RENTAL TERMS AND CONDITIONS

The following terms will be required to be included in a written rental contract with successful respondents, to be signed by the CRA and the successful respondents before the office space is occupied by the CRA’s tenants:

• Statement that the party to the lease and the party to receive notices under the lease will be the Cambridge Redevelopment Authority.

• The address, location, size and general description of the space to be provided under contract.

• The duration of the contract, including options for extension

• The rental fee structure, including for any periods of extension, when payments are due and how payment may be made, and any additional fees, such as a gross up factor, utilities, or operating expenses.

• The responsibilities and obligations of each party for maintenance, cleaning, utilities, trash removal, snow removal, liability and casualty insurance

• Specification of what will constitute cause to terminate the rental contract, what notice must be provided prior to termination and what opportunity must be granted to correct a problem.

• The contract must prohibit any activity that would constitute a violation of the Massachusetts Conflict of Interest Law

• Specify that the lease constitutes the entire agreement and that there are not agreements other than those incorporate within it.

• The lessor will be required to complete a certificate of tax compliance and provide a disclosure of beneficial interests to the Massachusetts Division of Asset Management and Maintenance (DCAMM) in order to enter into a rental contract with the CRA

ARBITRATION

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this Agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joiner or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Respondents, the CRA and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

Unless otherwise specified, this Agreement shall be governed by the law of the City of Cambridge and the Commonwealth of Massachusetts.

The Respondents, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of the Agreement. Neither the Owner nor the Respondent shall assign, sublet, or transfer any interest in the Agreement without the written consent of the other.

The Agreement will represent the entire and integrated Agreement between the Owner and the Respondents and supersedes all prior negotiation, representations, or agreements; either written or oral. The Agreement may be amended only by written instrument signed by both the Owner and the Respondents.

APPENDICES

A. Detailed Chart of Space Needs (related to summary on page 3)
B. Non-Collusion, Non-Discrimination, Tax/Employment Statements
<table>
<thead>
<tr>
<th>Configuration</th>
<th>Total Work Spaces</th>
<th>Private offices Needed (as part of total work spaces)</th>
<th>Meeting Rooms</th>
<th>Additional Space Needs</th>
<th>Physical Accessibility</th>
<th>Location (in addition to preferences for Central Square or elsewhere in Cambridge)</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Configuration A</td>
<td>40</td>
<td>4 private offices or 2 phone rooms and 2 private offices</td>
<td>Exclusive use of 4 meeting rooms for 2 - 6 people, and 3 meeting rooms for up to 10 people</td>
<td>Meeting rooms of up to 6 people must be accessible for persons with disabilities</td>
<td>MUST be on major public transit route.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configuration B</td>
<td>13</td>
<td>At least 1 private office</td>
<td>Meeting space for up to 50 people 3 times a week from 5-8 pm, and daytime meeting space for up to 12 people. These spaces can be the same room.</td>
<td>Accessibility for persons with disabilities strongly preferred</td>
<td>MUST be on major public transit route</td>
<td>3 parking spaces; widely available street parking may suffice</td>
<td></td>
</tr>
<tr>
<td>Configuration C</td>
<td>10</td>
<td>At least 1 private office and 2 phone rooms. With at least 3 private offices no phone rooms needed</td>
<td>2 meeting rooms that can each accommodate 25 - 30 people. Needed multiple afternoons and evenings a month; can be a shared space</td>
<td>Sound studio or sound proofed room; Sound studio not attached to office space may be considered.</td>
<td>All spaces including sound studio must be accessible for persons with disabilities</td>
<td>MUST be on major public transit route</td>
<td>2 parking spaces; widely available street parking and/or disability parking spaces adjacent to the building may suffice.</td>
</tr>
<tr>
<td>Configuration D</td>
<td>10</td>
<td>At least 2 private offices</td>
<td>Meeting room for up to 5 people, additional meeting room for up to 12 people.</td>
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<tr>
<td>Configuration E</td>
<td>5</td>
<td>No private offices needed</td>
<td>Meeting room needed intermittently (can be shared) for up to 10 people.</td>
<td></td>
<td>MUST be on major public transit route</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configuration F</td>
<td>4</td>
<td>No private offices needed</td>
<td>Meeting room for up to 5, additional meeting room for up to 20. Larger room is needed 2ce a week; can be shared.</td>
<td></td>
<td>MUST be on MBTA red line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configuration G</td>
<td>10</td>
<td>can be open concept</td>
<td>Meeting room for up to 6 people.</td>
<td></td>
<td>Ideally on major public transit route</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configuration H</td>
<td>3</td>
<td>No private offices needed</td>
<td></td>
<td></td>
<td>MUST be easily accessible by foot or public transit to Harvard Square</td>
<td></td>
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</tr>
<tr>
<td>Configuration I</td>
<td>1</td>
<td>No private offices needed</td>
<td>Meeting space for up to 3 people needed intermittently; can be shared.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Every Configuration Also Requires Room for Filing Cabinets and other Storage</td>
<td>Total Work Spaces</td>
<td>Private offices Needed (as part of total work spaces)</td>
<td>Meeting Rooms</td>
<td>Additional Space Needs</td>
<td>Physical Accessibility</td>
<td>Location (in addition to preferences for Central or elsewhere in Cambridge)</td>
<td>Other</td>
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</tr>
<tr>
<td>Configuration J</td>
<td>3</td>
<td>2 private offices</td>
<td>Meeting room for up to 6 people; can be shared with Configuration K or with other tenants</td>
<td>Ideally located on same floor or even in shared office space with Configuration K</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configuration K</td>
<td>5</td>
<td>At least 2 private offices</td>
<td>Meeting room for up to 6 people; can be shared with Configuration J or with other tenants. Additional meeting space for 20-25 people, adjacent to two of the work spaces, and available at least from 2 - 6 pm Monday - Thursday.</td>
<td>Ideally located on same floor or even in shared office space with Configuration J</td>
<td></td>
<td>Must be on major public transit route</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>104</td>
<td>14</td>
<td></td>
<td></td>
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</tbody>
</table>
APPENDIX B: NON-COLLUSION, NON-DISCRIMINATION, AND TAX/EMPLOYMENT STATEMENTS
NON-COLLUSION, NON-DISCRIMINATION, and TAX/EMPLOYMENT STATEMENTS

NON-COLLUSION STATEMENT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the RFQ response, to prevent any person from responding nor to include anyone to refrain from responding, and that this response is made without reference to any other response and without any agreement, understanding or combination with any other person in reference to such response.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RFQ FOR THE CRA ARE TRUE AND CORRECT.

Dated this ___ day of ____________________, ________

_________________________________________________
Name of Organization,

_________________________________________________
Title of Person Signing

_________________________________________________
Signature
Nondiscrimination Statement

The Consultant agrees:

1. The Consultant shall not, in connection with the services under this Contract, discriminate by segregation or otherwise against any employee or applicant for employment on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected under applicable federal or state law.

2. The Consultant shall provide information and reports requested by the Cambridge Redevelopment Authority pertaining to its obligations hereunder, and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by the Cambridge Redevelopment Authority to affect the Consultant’s obligations.

3. The Consultant shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.

4. The Consultant’s non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which the Cambridge Redevelopment Authority may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.

5. The Consultant shall indemnify and save harmless the Cambridge Redevelopment Authority from any claims and demands of third persons resulting from the Consultant’s non-compliance with any provisions hereof, and shall provide the Cambridge Redevelopment Authority with proof of applicable insurance.

Signed (type name): __________________________________________________________

Title: ______________________________________________________________________

Date: ______________________________________________________________________
CERTIFICATE OF TAX, EMPLOYMENT SECURITY, AND CHILD CARE COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, §49A and Chapter 151A, §19A(b) and Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991,

I _______________________________ (Name) whose principal place of business is located at _______________________________(Address), do hereby certify that:

A. The above-named Respondent has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.

B. The above-named Respondent/Employer has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

C. The undersigned hereby certifies that the Respondent/Employer (please check applicable item):

1. _________ employs fewer than fifty (50) full-time employees; or

2. _________ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or

3. _________ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Signed under the penalties of perjury this _____ day of ______________, 202__.

Federal Identification Number: ________________________________

Signed (type name): ____________________________________________

Title: _________________________________________________________

Date: _________________________________________________________