

cambridgeredevelopment.org



# Foundry Property Management

Issued:	January 14, 2019
Issued by:	Cambridge Redevelopment Authority 255 Main Street, Eighth Floor Cambridge, MA 02142
Contact:	Erica Schwarz, Project Manager: <a href="mailto:eschwarz@cambridgeredevelopment.org">eschwarz@cambridgeredevelopment.org</a>
<b>Contact Phone:</b>	617.492.6800
<b>Questions Due:</b>	Received by email no later than 4:00 PM on January 25, 2019
Proposals Due:	Received by mail or email no later than 4:00 PM on February 14, 2019

The Cambridge Redevelopment Authority ("CRA") invites firms and organizations ("Respondents") to submit Property Management Proposals ("Proposals") in accordance with this Request for Proposal ("RFP"). Responses to this request will be evaluated to determine the qualifications of your organization. Proposals will not be evaluated unless all parts requested are submitted in a complete package. Proposals must adhere to the format and content of this RFP. The CRA reserves the right, in its sole discretion, to allow minor additions and substitutions to the format and content requested under this RFP. The successful respondent shall be invited to enter into a two-part Property Management Contract ("Contract") based on the specifications outlined in this RFP.

Respondents are encouraged to register their interest in the RFP via email to <u>eschwarz@cambridgeredevelopment.org</u>. Requests for clarifications or questions concerning the RFP may be submitted via email to Erica Schwarz at <u>eschwarz@cambridgeredevelopment.org</u> **by 4:00 pm, on January 25, 2019.** Questions submitted after that time may not be addressed. Answers will be emailed to everyone who registered their interest by **February 1, 2019, by 4:00 pm.** Proposals are due on **February 14, 2019 by 4:00 pm.** Any addenda will be emailed to the registered contacts on file, and to those who have asked questions. Addenda will also be posted on the CRA's website under the Jobs/Contracting section.

#### **Timeline of key activities**

Key Activities	Deadline
RFP Issued	January 14, 2019
Bidders' Site Inspection	January 23, 2019, 10:00 am, 180 Bent Street
RFP and Questions from Registered Proponents Due	January 25, 2019
CRA Responses to Questions from Registered Proponents Issued	February 1, 2019
Proposals Due	February 14, 2019
Contract Awarded By	March 15, 2019

### 1. CONTEXT

This RFP is being issued consistent with the Foundry Demonstration Project Plan, the CRA's Procurement Policy, and the requirements for services procurements set forth in M.G.L. Chapter 30B. The City of Cambridge owns the property known as the Foundry at 101 Rogers Street in Cambridge, Massachusetts (the "Foundry" or the "Property"). The Cambridge Redevelopment Authority holds the master lease for the Foundry. Respondents will compete for designation as the Property Manager (the "Contractor"), based on the strength of their experience and of proposals demonstrating the ability to provide suitable property management functions during the design, construction and operating phases of the Foundry.

The Foundry's operating mission is:

The Foundry is an adaptive reuse project to build a self-sustaining center for creativity and collaboration for the Cambridge community. At the intersection of the Kendall Square Innovation District and the East Cambridge neighborhood, the Foundry building will provide space and programs for the visual and performing arts, entrepreneurship, technology, and workforce education within its historic, industrial setting. The Foundry will facilitate access for residents, especially underrepresented communities and adjacent neighborhoods, to the dynamic working and learning environment of Kendall Square.

The City of Cambridge will carry out major renovations of the Foundry starting in 2019 to transform the building into a thriving innovative center that offers a collaborative environment and program space for visual and performing arts, "makerspace" activities, entrepreneurship, science, technology and workforce education. Cambridge Seven has been selected as the Architect and W.T. Rich Company has been selected as the Construction Manager At Risk.

The CRA is involved in the design process in order to ensure that design facilitates the Foundry's mission. The CRA will continue to be involved in this way during the construction phase. The newly renovated approximately 50,000 square foot building will provide flexible performance space, dedicated office space, artist studios, maker space, meeting rooms and a warming kitchen/coffee shop. The exterior will include a small outdoor courtyard/garden. The Property is expected to be occupied by February of 2021. It will include shared spaces available for rent on an hourly, daily or weekly basis and dedicated office spaces for rent to non-profit and for-profit businesses. Those renting shared spaces will be hosting meetings, workshops, classes and events for Cambridge residents and other members of the public.

Renovations to the property will include HVAC and other systems for high performance environmental sustainability, in order for the building to reach net zero or LEED Platinum certification.

A nonprofit operator called the Foundry Consortium (the "Operator") will promote the availability of space in the building, determine those who will have access to space if the space is oversubscribed, promote program offerings in the building to residents, track program offerings and the degree to which the programs and the building as a whole is meeting residents' needs and interests, and facilitate interactions between those using the property. The Operator will be established as a non-profit organization by Fall 2019 by the multi-disciplinary Foundry Collaborative, led by Lemelson-MIT program and Lesley University. The CRA Board designated this collaborative as the successful operator respondent on April 25, 2018 ("Successful Operator Respondent") to the Operator Request for Proposals issued on January 25, 2018. The Successful Operator Respondent is involved during the design and construction phase to ensure that the design of spaces at the Foundry supports the programming that is planned. Once formed, the Operator will also play a role during the construction phase, ensuring that renovations align with programmatic goals.

Community groups, individuals, nonprofit and for-profit entities using space in the building will be selected by the Operator through a process that ensures that the mix of users and program offerings reflects community input to date, ensures financial sustainability, and meets the Foundry's mission.

The Foundry will be enjoyed and accessed by members of the public of all ages, who may engage with its diverse programming seven days a week, during morning, afternoon and evening hours. Successful Contractors will demonstrate an approach to property management that will support the building's mission and varied activities.

Learn more about the Foundry project at: <u>https://www.cambridgeredevelopment.org/foundry/</u> Learn more about the Foundry Consortium at: <u>https://cambridgefoundry.org</u>

# 2. SUBMISSION OF PROPOSALS

In order to be considered for the Contract, respondents must submit all information requested in the RFP. All components of all proposals must be received by the CRA by 4:00 pm on February 14, 2019. Responses must include three (3) hard copies and an electronic file.

Proposals may be delivered or mailed to Erica Schwarz at the CRA, 255 Main Street, 8th Floor, Cambridge, MA 02142. The additional electronic file can be emailed to Erica Schwarz at <u>eschwarz@cambridgeredevelopment.org</u>. Responses will be opened and evaluated by CRA staff (receiving consultation and input from the Successful Operator Respondent and other technical advisors as the CRA may designate). Until the time of opening of proposals by CRA staff, proposals will be confidential and shall not be disclosed publicly. Once opened, responses may be disclosed to the extent required by applicable public records laws.

All proposals will remain in effect for at least 60 days from submittal. The CRA has the sole discretion to: (a) reject any and all proposals, and (b) negotiate the modification of any and all proposals with any respondent in whatever manner it deems is in the best interest of the CRA and the Foundry project. There is no guarantee, either expressed or implied, that an award of a contract will be made to any firm.

#### 3. CONTRACTOR INFORMATION

The CRA may request additional information, samples, or presentations in support of proposals. Additionally, the CRA may perform an interview with respondents under consideration to clarify information provided in proposals, or to gather more evidence of managerial, financial, and technical abilities.

#### 4. SITE INSPECTION

Before submitting a proposal, every respondent shall have the opportunity to visit the site and review a draft version of architectural designs now being developed for the site. The building will undergo major renovations starting in summer 2019. A tour of the Site has been established for the date of **Wednesday, January 23th, 2019 at 10:00 am.** All respondents are invited to the Foundry (enter at 180 Bent Street, Cambridge MA) at this time. Parking in the area is limited. Attendees are encouraged to take public transportation. Each respondent will be allowed to ask questions and will be provided with property information.

Failure to inspect the Property in no way relieves the Contractor from the necessity of furnishing any requested materials and/or performing labor necessary for the satisfactory completion of property management services. The site inspection is recommended but is not a requirement for participating in the RFP process.

#### 5. DURATION OF AGREEMENT

The contract shall have two phases, running for four and a half to five (4.5 - 5) years. The term of Phase I of the proposed contract ("Phase I") between the Contractor and the CRA shall be initiated in March 2019 for a period of eighteen to twenty-four (18 - 24) months.

The term of Phase II of the proposed contract ("Phase II") shall be initiated at the start of Foundry operations (expected February 2021) for a period of three (3) years, subject to annual review and mutual agreement by both parties prior to the end of each calendar year.

Termination by either party shall be by written notification at least thirty (30) days in advance during Phase I, and at least ninety (90) days in advance during Phase II.

The Phase II contract may be initiated between the Contractor and the CRA or between the Contractor and the Operator, a decision to be determined by the CRA and the Operator during Phase I.

The CRA, in consultation with the Operator, reserves the right to conclude the agreement with the Contractor after Phase I if the property management approach, annual property management fees, or other necessary factors outlined in this RFP do not align with the project's needs.

#### 6. SCOPE OF WORK (PROPERTY MANAGEMENT SERVICES)

The Contractor will provide property management services for the Foundry property and building located at 101 Rogers Street in Cambridge. Foundry property includes approximately 50,000 square feet of space in a community center, as well as landscaped exterior space of approximately 4,000 square feet.

This RFP covers two distinct phases in the development of the Foundry, each with a unique scope of work.

#### PHASE I SCOPE: Construction Phase Advisory Services

Between March 2018 and February 2021, the Project will be in the design and construction phases.

The Contractor will be expected to provide professional advice regarding building design that will facilitate cost effective and efficient property management once the building is operational, to include, but not limited to: HVAC, utilities, egress and entrances, locks and security systems, waste disposal, and landscaping.

In order to provide this advice, the Contractor will participate in at least two (2) design review meetings with the project team between March 2018 and the expected start of construction in summer 2019 and provide additional feedback via conference call or email. During the 18-month construction period expected to start in summer 2019, the Contractor will participate in meetings with the project team approximately every other month and engage in additional feedback via email or phone to give relevant input regarding any adjustments in plans for design and construction that emerge during the construction phase.

The Contractor will work with the Operator to assist in defining property management roles and in developing property management budget estimates.

During this time, the Contractor will help develop the following written documents for property management, in partnership with the Operator and the CRA:

- Staffing plan
- Rules and procedures, including format for monthly status report
- Annual property management budget, based on final construction designs.

#### PHASE II SCOPE: Property Management of Foundry

The Foundry is expected to be occupied and operational by February 2021. Prior to that date, during Phase I, the CRA and the Operator shall work with the Contractor to further refine Phase II of the scope. However, the scope of Phase II will adhere to the following:

The Contractor shall maintain a high-quality appearance of the property as determined by the CRA and the Operator. The Contractor shall furnish all labor, equipment, tools, services, and skills required to maintain the Foundry's exterior and interior in a functional and attractive condition throughout Phase II.

The Contractor shall develop a schedule for maintaining the health and appearance of the Project's interior and exterior spaces that will be approved by the CRA and the Operator. All services shall be carried out by, or under the supervision of, trained service technician(s) at all times.

In the event that any aspect of the Contract requires immediate or emergency attention, the Contractor shall be available to respond to a call from the CRA or Operator within twenty-four (24) hours.

<u>Maintenance and Repairs:</u> The Contractor will keep the interior and exterior of the Property in a safe, clean and sightly condition, make or perform (or cause to be made or performed), all cleaning, maintenance and repairs for the proper operation of the Property, and for the fulfillment of the CRA and sublessees' obligations under their leases and subleases on the Property. This

includes cleaning, maintaining and repairing as necessary all common areas, external grounds, office spaces and shared community spaces, including a flexible-use performance space, rehearsal room, café seating area, co-working area, warming kitchen, meeting rooms, offices and an external courtyard.

The Contractor will ensure maintenance and upkeep of all building systems including HVAC, plumbing, electrical, audio visual and other systems. This property will meet at least LEED Gold standards; internal systems will reflect these standards.

The Contractor will employ a modern responsive technology system to allow tenants to communicate with the property manager about maintenance and other needs through the use of technology such as text messaging and/or social media software.

<u>Service Contracts</u>: The Contractor may make contracts on behalf of the CRA for waste disposal, extermination, cleaning, painting, snow removal, grounds care, and other services as necessary, provided that entering into such contracts ensures that all work completed is within the annual property management budget agreed upon between the Contractor and the CRA.

<u>Rent Collection</u>: The Contractor will collect monthly rental fees from commercial and nonprofit tenants with long term leases. The CRA anticipates that commercial and nonprofit entities with long term rental agreements will account for roughly 40% of rentable square footage of the property. The Operator will collect rents on the remaining 60% of the building which will be rented to groups or individuals under short term contracts.

<u>Reporting:</u> The Contractor shall provide the CRA and the Operator with a monthly status report regarding property management. The types of data needed and format for the report will be developed during Phase I. At a minimum, the report will include completion of any regular maintenance performed, as required by certain building systems; maintenance or property management issues needing attention; the plan to address the issues; and information on any prior issues that have been addressed. The Contractor will be available, as needed, to meet with the CRA and the Operator regarding infrequent issues that require additional attention.

# 7. QUALIFICATIONS AND EXPERIENCE

The scopes of work shall be performed by an entity that is experienced in property management. The ideal respondent will have property management experience in buildings that are open to a wide sector of the public for arts, civic, educational or other programs. The ideal respondent will have experience with a diversity of tenant types and with flexible-use spaces. Subject to approval of the CRA, the Contractor may subcontract for responsibilities outlined in Phase II of the scope. The election to subcontract for distinct tasks under Phase II of the scope shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract, and the Contractor shall remain liable to the same extent as if the work had been performed by the Contractor's own employees.

By submitting the proposal, the Contractor certifies that it is qualified as per the following characteristics:

- 1. Capable of undertaking all activities outlined in the Scope of Work section in this RFP, including items required during Phases I and II.
- 2. Has at least five (5) years of property management experience.

- 3. Can demonstrate the ability to provide high quality property management for properties that are: mission-focused, provide public access for arts, civic, educational or other programming, and require friendly interactions with the public.
- 4. Can demonstrate the ability to manage flexible use space, with multiple organizational tenants.
- 5. Has access to, or demonstrates the ability to provide, all necessary equipment, organizational capacity, and technical competence necessary to complete the scope of work expeditiously.

## 8. SELECTION CRITERIA

The CRA has determined that the selection of the most advantageous proposal requires comparison of factors in addition to price, because of, *inter alia*, the unique mix of uses within the Foundry, the mission-based nature of the Foundry, the variety of stakeholders, and the need for consultation and input on building design in Phase I. CRA Staff and representatives from the Successful Operator Respondent will evaluate each RFP response in order to choose any number of finalists to invite for interviews.

Responses will be evaluated using ratings outlined in the chart that follows, which determine the level of responsiveness of each submission and the ability of the Contractor to perform services outlined in the RFP. To each of the evaluation criteria, a rating of highly advantageous, advantageous, or non-advantageous will be assigned. These ratings will be used to assign a composite rating to each proposal evaluated.

The CRA will award a contract to the firm or organizations that will be a strong partner in the success of the Foundry, taking into consideration alignment with selection criteria outlined in this section and the ability to provide high quality property management, as well as the level of fees for Phase I and fees estimated for Phase II.

	Highly Advantageous	Advantageous	Non-Advantageous
Relevance and Quality of Previous Similar Work	Consultant's previous experience is strongly relevant to the needs of the Foundry and represent the highest level of achievement in property management best practices relevant to the scope herein.	Consultant's previous experience is moderately relevant to the needs of the Foundry and represents moderate levels of achievement in property management best practices relevant to the scope herein.	Consultant's previous experience has little relevance to the needs of the Foundry and demonstrates limited achievement in implementation of property management best practices relevant to the scope herein.
	The Consultant has managed a building accessed by a full range of the public; managed a building with flexible use space; managed a property with arts, maker space or education uses; and managed a project with net zero or LEED Platinum systems.	The Consultant has managed a building accessed by a wide sector of the public; or managed a building with flexible use space; or managed a property with arts, maker space or education uses; and has managed a project with LEED Silver or Gold certified or certifiable systems.	The Consultant has little experience in managing a building accessed by the public; managing a building with flexible use space; managing a property with arts, maker space or education uses; or managing a project with LEED certified or certifiable systems.
Experience and Qualification of Firm & Personnel	The personnel assigned to the project, particularly the lead personnel for the Foundry property management, have extensive and well-rounded experience as per items 1 – 5 listed above in "Qualifications and Experience".	The personnel assigned to the project, particularly the lead personnel for the Foundry property management, have moderate experience as per items 1 – 5 listed above in "Qualifications and Experience".	The personnel assigned to the project, particularly the lead personnel for the Foundry property management, have little experience as per items $1 - 5$ listed above in "Qualifications and Experience".
	The respondent will meet the Cambridge Living Wage ordinance and has a clear and strong plan for attracting, hiring and retaining women and people of color as parts of its workforce.	The respondent will meet the Cambridge Living Wage ordinance and has a moderate plan for attracting, hiring and retaining women and people of color as parts of its workforce.	The respondent will not meet the Cambridge Living Wage ordinance, and/or has weak plan for attracting, hiring and retaining women and people of color as parts of its workforce.

	Highly Advantageous	Advantageous	Non-Advantageous
Quality of References	References are able to provide substantive comment on their experiences with the property management responder, including with the lead personnel to be responsible for the Foundry property management. References provided high praise for the firm and the personnel in terms of responsiveness, quality of cleanliness and maintenance, quality of interactions with public users of the facility being managed, adherence to set fees, attention to detail, and general proficiency and effectiveness.	References are able to provide moderate comment on their experiences with the property management responder, including with the lead personnel to be responsible for the Foundry property management. References provided moderate praise for the firm and the personnel in terms of responsiveness, quality of cleanliness and maintenance, quality of interactions with public users of the facility being managed, adherence to set fees, attention to detail, and general proficiency and effectiveness.	References could not provide detailed comment on their experiences with the property management responder, including with the lead personnel to be responsible for the Foundry property management. Or, references provided negative comments regarding the firm and/or the personnel in terms of responsiveness, quality of cleanliness and maintenance, quality of interactions with public users of the facility being managed, adherence to set fees, attention to detail, and general proficiency and effectiveness.
Capacity	The project team appears to have strong local capacity to undertake this project in a timely manner, based on the timeline outlined in the scope. Financials provided indicate that the entity is financially robust and strongly sustainable.	The project team appears to have adequate local capacity to undertake this project in a timely manner, based on the timeline outlined in the scope. Financials provided indicate that the entity is financially stable and sustainable.	The project team appears to have little local capacity to undertake this project in a timely manner, based on the timeline outlined in the scope. Financials provided indicate that the entity is financially weak and potentially unsustainable.

	Highly Advantageous	Advantageous	Non-Advantageous
Appropriateness of Proposed Program Implementation	The activities outlined for Phases I and II are essential and appropriate and would strongly support the design, construction, and operating phases of the Foundry.	The activities outlined for Phases I and II are largely essential and appropriate and would moderately support the design, construction, and operating phases of the Foundry.	The activities outlined for Phases I and II are not entirely essential or appropriate and would minimally support the design, construction, and operating phases of the Foundry.
	The tasks proposed for subcontracting during Phase II are appropriate and the reasons for subcontracting are sound. Any subcontractors proposed have strong work history and demonstrated success in their field.	The tasks proposed for subcontracting during Phase II are moderately appropriate and the reasons for subcontracting are generally sound. Any subcontractors proposed have moderate work history and some demonstrated success in their field.	The tasks proposed for subcontracting during Phase II are not appropriate and the reasons for subcontracting are not sound. Any subcontractors proposed have little or no work history and little or no demonstrated success in their field.
Fees	The proposed fees are reasonable for the work proposed, and competitive as compared to other finalists and their proposed work.	The proposed fees are moderately reasonable for the work proposed, and largely competitive as compared to other finalists and their proposed work.	The proposed fees are significantly higher or lower than expected for the work proposed, and differ significantly from other finalists' estimates for comparable work.

#### 9. INSURANCE

Throughout Phase I and Phase II of Contract, the Contractor shall maintain, at the Contractor's sole expense, effective insurance covering the Contractor's activities for this project and on the Property. The Contractor shall furnish the CRA with a certificate of insurance from a company licensed to do business in the State of Massachusetts indicating coverage is in place.

The insurer shall give the CRA thirty (30) days' notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract.

Insurance policies shall include the Cambridge Redevelopment Authority, Lemelson-MIT, and the Foundry Consortium as Additional Insureds with respect to the activities carried out under this Contract.

#### **10. PRICE AND PAYMENTS FOR PHASE I AND PHASE II**

The Contractor should submit separate fees/pricing for Phase I and Phase II as outlined in this RFP. The fees submitted for Phase II by the Contractor in response to this RFP will be based on conceptual architectural plans. At the conclusion of Phase I, the Contractor and the CRA will negotiate final fees for Phase II based on final construction plans.

The Contractor shall submit a detailed invoice to the CRA detailing services on a monthly basis. During Phase II, each invoice shall include a detailed account of the Work performed, issues encountered, and follow- up steps proposed by the Contractor.

The CRA shall render the Contractor regularly scheduled payments in remuneration for the Contractor's services in amounts as specified. Said payments shall be made within (30) days from the Contractor's invoice date.

A W9 number and proof of insurance must be furnished to the CRA before any initial payment can occur.

#### 11. SEQUENCING AND SCHEDULING

Upon acceptance of the Proposal, the Contractor shall coordinate with the CRA to develop a final schedule of services that reflects the scope necessary for proper maintenance of the Foundry. The CRA shall diligently endeavor to facilitate the Contractor's work during Phase I by coordinating with the City of Cambridge to ensure reasonable access to the Property before and during construction. The Contractor shall coordinate the timing of the work during Phase II to minimize the impact on Foundry users.

#### 12. MISCELLANEOUS PROVISIONS

#### CRA's Responsibilities and Rights

The CRA shall facilitate the Contractor's services by ensuring reasonable access to the Site during hours that will be agreed to by the CRA and the Contractor.

#### Living Wage Ordinance

All employees of the Contractor must be compensated in accordance with the Living Wage Ordinance of the City of Cambridge. See Exhibit D.

#### **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 Contractor, 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.

#### **Termination of Agreement**

Proposal specifications should allow for the formal cancellation of the agreement between the CRA and Contractor. During the Phase I, thirty (30) days' notice shall be required for termination of the Agreement. During Phase II, ninety (90) days' notice shall be required for termination.

In the event of termination, not the fault of the Contractor, the Contractor shall be compensated for all products and services supplied to the termination date, together with all termination expenses, defined as expenses directly attributable to termination for which the Contractor is not otherwise compensated.

#### Conflict of Laws, Assignment, & Integration Clauses

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

The CRA and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of the Agreement. Neither the CRA nor the Contractor 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 CRA and the Contractor 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 CRA and the Contractor.

It is anticipated that the scope for Phase II will require additional negotiation during the consultation work of Phase I.

#### **13. PROPOSAL GUIDELINES**

In order to qualify for the work on this project, Contractors must submit all information requested under Exhibit A. Proposals must adhere to the general format and content of this RFP and the forms below. Contractors should provide the information requested under each section, in a brief yet complete form. Proposals will not be evaluated unless all information requested is submitted in a complete package.

The CRA reserves the right, in its sole discretion, to allow minor additions and substitutions to the format and content requested under this RFP. Finalists may be required to appear for an interview.

## **RFP EXHIBITS**

- A. Required Proposal Submission Outline
- B. Foundry Mission and Vision
- C. Map and Photos
- D. City of Cambridge Living Wage Ordinance

## **EXHIBIT A: Required Proposal Submission Outline**

Please provide three (3) hard copies of your submission **and** an electronic version, which can be emailed or provided via thumb drive. The electronic version should be no larger than 10MB.

Hard copies must be delivered or mailed to the CRA at 255 Main Street, 8<sup>th</sup> Floor Cambridge, MA 02142. The additional electronic version may be delivered or mailed via thumb drive, or emailed to: <a href="mailto:eschwarz@cambridgeredevelopment.org">eschwarz@cambridgeredevelopment.org</a>.

# All components of all submissions must be received by the CRA no later than 4:00 pm on Thursday February 14, 2019.

#### Part 1: Company Overview

Provide a brief history of the entity's experience in providing property management, particularly your experience with mixed-use buildings, buildings providing public access to arts and educational programs, buildings that include flexible-use spaces, and LEED Platinum or net zero buildings.

Include information on number of current accounts, years in business, and number of staff. Provide evidence that the individual or company has a minimum of five (5) years of successful business experience performing property management services.

Please include copies of your company's audited financial statements, including balance sheet, income statement and statement of cash flows, for the past two (2) fiscal years.

#### Part 2: Property Management Experience & Personnel

- a. Provide a list up to five (5) current or former property management client(s) for comparably occupied building(s). Please include the following:
  - Name and address of the organization
  - Name and title of client contact
  - Telephone number of client contact
  - Date that service began, and reason for termination (if applicable).
- b. Provide resumes for the proposed site manager and key property management staff for the Foundry. Resumes should include education, experience, specific professional accomplishments and any special qualifications. Describe the wage range for your employees. Successful respondents must meet the City of Cambridge's Living Wage ordinance. The 2018 minimum living wage is \$15.64 an hour (2018 rate; may be increased, see Exhibit E).
- c. Describe the efforts your firm will take to hire and retain women and people of color to serve property management functions at all levels for the Foundry, including in senior management and organizational leadership roles at your company.

#### Part 3: Program Implementation for Phases I and II

- a. Describe areas of construction design for which you anticipate providing strategic advice during Phase I of this scope in order to ensure property management efficiency and effectiveness once the building is operational.
- b. Provide a proposed property management plan for Phase II. Include information on:
  - How your staff would manage interactions with members of the public who will frequent the building, as well as with the long term commercial and nonprofit tenants who will be located there.
  - Which functions would be provided by your firm directly and which functions would be provided by subcontractors. For each function proposed to be provided by a subcontractor, please give a brief explanation for why that function would be subcontracted, and list the subcontractor expected to be engaged (if known).
  - Your method for managing custodial services and for support of systems such as HVAC, audio visual, electrical and plumbing.
  - How you would address any other property management concerns.
- c. Describe the process you will use to monitor and evaluate property management at the Foundry, and the process you will use to adjust and improve as needed. Provide samples of any forms used internally for quality control. Describe follow up procedures for customer complaints including what will be done to assure that the same problems are not repeated. Indicate a plan for ongoing as well as periodic customer service monitoring.

### Part 4: Fees

- a. Describe your fee method. Provide a description of fees for Phase I, and a description of fees or budget expected for property management at the Foundry on an annual basis. Annual budget or fees for carrying out property management functions which are submitted during the RFP process are subject to adjustment at the conclusion of Phase I, in collaboration with the Operator and the CRA.
- b. Describe any circumstances you foresee that might lead to additional billing for staffing or other needs.

#### **EXHIBIT B: Cambridge Foundry Mission and Vision**

#### MISSION

The Foundry is an adaptive reuse project to build a self-sustaining center for creativity and collaboration for the Cambridge community.

At the intersection of the Kendall Square Innovation District and the East Cambridge neighborhood, the Foundry building will provide space and programs for the visual and performing arts, entrepreneurship, technology, and workforce education within its historic, industrial setting. The Foundry will facilitate access for residents, especially underrepresented communities and adjacent neighborhoods, to the dynamic working and learning environment of Kendall Square.

#### VISION

The Foundry Vision and Objectives have been informed by years of community input which strive to cover the broad range of possible uses that may be undertaken at the Foundry building throughout the life of the Project. First written into the Demonstration Plan in 2015, this overarching vision and the objectives that follow still guide the project today:

The Foundry will be a creative, innovative center that offers a collaborative environment with a mix of cultural, educational, manufacturing, and commercial uses. The renovated multipurpose building will be designed for flexibility and will be accessible, inclusive, and welcoming to the public. The activities within will be multi-generational and multicultural, providing a citywide and neighborhood resource that is financially sustainable for years to come.

#### **OBJECTIVES**

#### **Innovative Programs:**

- a) Foster a center of creativity and innovation through the shared use of space populated with complementary uses that is accessible to all.
- b) Create mentorship, internship, apprenticeship, workforce training, and educational programs for Cambridge residents that can directly benefit and engage the surrounding community.
- c) Include significant training opportunities in the areas of science, technology, engineering, arts, and math (STEAM) fields that can effectively introduce and prepare Cambridge residents for the existing and growing professional fields that have emerged in Kendall Square area over the past several years.
- d) Capitalize on the commercial success of Kendall Square's redevelopment to create a unique collaborative environment as a citywide resource, with a diverse mix of cultural, educational, and commercial uses emphasizing youth and senior engagement, with a particular focus on under-represented, lower income households.

#### **Building and Site Development:**

- e) Create physical assets (a renovated structure, new facilities, and equipment) that will support viable economic activity and promote business growth and job creation within the Foundry in a manner that can be sustained in the years to come.
- f) Bring the Foundry into productive use for the community with universal accessibility and prevent the Property from falling into disrepair.
- g) Highlight the historic architectural elements of the building and connect the building to its site and surroundings, including its new streetscape.

#### **Operational and Financial Structure:**

- h) Leverage multiple funding sources to provide a financially sustainable building operation, while providing space for community, cultural, and educational functions at rents commensurate with those uses.
- i) Maximize the extent of public and/or community uses of the building and providing a structure for ongoing management and oversight of those uses.
- j) Pilot and report techniques for the adaptive reuse of an industrial building into a center of innovation and creativity, utilizing public private partnership both as a financing tool and a model of collaborative economic and cultural development.



# **EXHIBIT C: Map and Photos**









Note: Photos show existing conditions. The Foundry building will undergo major renovations during 2019 and 2020

# **EXHIBIT D: City of Cambridge Living Wage Ordinance**

# CITY OF CAMBRIDGE LIVING WAGE ORDINANCE FACT SHEET CHAPTER 2.121 OF THE CAMBRIDGE MUNICIPAL CODE

Note: This fact sheet is a summary of several provisions of the Cambridge Living Wage Ordinance, intended to provide an introduction to the matters regulated by the ordinance. All determinations regarding the application of the ordinance to particular individuals or circumstances should be made by reference to the ordinance itself.

<u>Effective date:</u> The Cambridge City Council enacted the Living Wage Ordinance effective July 2, 1999.

<u>Purpose</u>: The purpose of the ordinance is to assure that employees of the City and employees of contractors, subcontractors, and beneficiaries of assistance from the City earn an hourly wage needed to support a family.

<u>Application:</u> The ordinance applies to (a) City employees, (b) employees of contractors and subcontractors who have Service Contracts with the City in amounts over \$10,000, (a Service Contract does not include contracts for the purchase of goods, products, equipment, supplies, or other property, and does not apply to services which are incidental to the delivery of such products, equipment or commodities), and (c) employees of Beneficiaries of Assistance in the form of grants, loans, tax incentives, bond financing, subsidies, or other forms of assistance over \$10,000, received by or through the authority or approval of the City, including but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans or grants, Enterprise Zone designations awarded after the effective date of the ordinance, and the lease of City owned land or buildings below market value.

<u>Covered Employers:</u> The ordinance applies to the City, any contractor or subcontractor on a Service Contract with the City over \$10,000, and any Beneficiary of Assistance over \$10,000.

<u>Covered Employees:</u> The ordinance applies to any person employed by a Covered Employer, and to any person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the service contract or the activities for which the Beneficiary received Assistance.

<u>Living Wage</u>: Effective March 1, 2018 the Living Wage is \$15.64 per hour, subject to annual CPI adjustments each March 1st. Cuts in non-wage benefits prohibited: No Covered Employer may fund any wage increase required by the ordinance by reducing health, insurance, pension, vacation, or other non-wage benefits of any of its employees. 2

<u>Waivers:</u> The City Manager may grant waivers to the requirements of the ordinance. There are three types of waivers: (a) General Waiver: if the City Solicitor finds that application of the ordinance would violate a specific federal or state statute or regulation; (b) Hardship Waiver: a non-profit employer may apply to the City Manager for a waiver if payment of the Living Wage would cause a substantial hardship; and (c) Chapter 30B Waiver: prior to issuing an invitation to

bid for a services contract a department may ask the City Manager for a Living Wage waiver if it would make the contract inordinately expensive or would result in a significant loss of services.

Exceptions: Certain positions are excepted from the ordinance upon certification in an affidavit signed by the principal officer of a Covered Employer that the positions are as follows: (1) youth hired pursuant to a City, state, or federally funded program during the summer or as part of a school to work program or other related seasonal or part-time work; (2) work-study or cooperative educational programs; (3) trainees who are given a stipend or wage as part of a job training program; (4) persons working in recognized supported employment programs that provide workers with additional services such as room and board, case management, counseling, or job coaching; (5) positions where housing is provided by the employer; (6) employees who are exempt from federal or state minimum wage requirements; and (7) individuals employed by the City where such employment is intended primarily to provide a benefit or subsidy to such individuals, although they are paid for work performed.

<u>Notification Requirements:</u> All persons who have signed a service contract with the City or a contract for Assistance are required to forward this Fact Sheet to any person submitting a bid for a subcontract on the contract. All Covered Employers must provide this Fact Sheet to each Covered Employee and must post this Fact Sheet in a conspicuous location visible to all employees.

<u>Complaint Procedures:</u> Any employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that the employer is not complying with the requirements of the Living Wage Ordinance may file a complaint with:

<u>For City Employees:</u> Personnel Director City Hall 795 Massachusetts Avenue Cambridge, MA 02139 (617) 349-4332

For Non-City Employees: Purchasing Agent City Hall 795 Massachusetts Avenue Cambridge, MA 02139 (617) 349-4310