



**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
OFFICE OF REAL ESTATE AND ASSET DEVELOPMENT**

**REQUEST FOR PROPOSAL
RFP NO. 15690**



**LEASE OF GROUND AND/OR AIR RIGHTS
QUINCY CENTER STATION**

**1300 Hancock Street,
Quincy, MA**

Date Issued: August 18, 2017

RFP Contact:
Massachusetts Realty Group
www.mbtarealty.com

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I. INTRODUCTION

The Massachusetts Bay Transportation Authority (“MBTA”), a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established and existing pursuant to Massachusetts General Laws Chapter 161A, in coordination with the City of Quincy is issuing this Request for Proposals (“RFP”) to solicit bids for the 99-year lease of real property at Quincy Center Station in Quincy, Massachusetts. Massachusetts Realty Group is the designated representative of the MBTA for real estate management and dispositions and for the purpose of managing this RFP process.

The property being offered for lease (the “Property”) consists of approximately 275,000 square feet (approximately 210,000 square feet of air rights and approximately 65,000 square feet of land). The Property is outlined in yellow below.



Bids are due at the offices of Massachusetts Realty Group by **10:30A.M., local time, on Monday, October 2, 2017**, in accordance with the submission requirements and selection process described below. The MBTA reserves the right to select finalists, to seek additional information or revised bids for one or more bidders, to select a responsible bidder or bidders, to reject any or all bids, to amend this RFP in any way, or to discontinue the RFP selection process altogether.

A copy of the RFP may be obtained from the Massachusetts Realty Group website at www.mbtarealty.com, or by written request to:

**Massachusetts Realty Group
Attn: Mike Travaline
20 Park Plaza, Suite 1120
Boston, Massachusetts 02216
E-mail: Procurement@MBTArealty.com**

Should the MBTA amend or change any information in this RFP, the information will be distributed to registered bidders in the form of an addendum published on the Massachusetts Realty Group website. In order to register, bidders must obtain their bid forms either from the Massachusetts Realty Group website (www.mbtarealty.com) or directly from Massachusetts Realty Group as provided above. Bidders are responsible for checking the Massachusetts Realty Group website to ensure receipt of all addenda to this RFP.

Transaction Overview and Schedule:

Transaction Type:	Lease	
Property:	Approximately 275,000 square feet of land and air rights	
Question & Answer Session:	12:00 p.m.	Wednesday, September 6, 2017
Written Questions Due Date:	5:00 p.m.	Friday, September, 8, 2017
Bid Due Date:	10:30 a.m.	Monday, October 2, 2017

The MBTA makes no representation or warranty as to the accuracy, completeness, currency and/or correctness of any of the information contained in or furnished pursuant to this RFP. All interested parties should carefully review this RFP, particularly the Bid Terms and Conditions set forth in Section VII below.

II. PROPERTY OVERVIEW

The Property consists of approximately 275,000 square feet of land (6.31 acres) situated at 1300 Hancock Street, Quincy, Massachusetts, within the Quincy Center Zoning District-10 ("QCZD-10"). The Property is comprised of (a) air rights over the MBTA's Quincy Center Station and the Red Line/Commuter Rail Right-of-Way (the "ROW") between Dimock Street (to the north) and 194 Burgin Parkway (to the south) (collectively, the "Station"), and (b) land on which the MBTA's Quincy Center Bus Terminal (the "Bus Terminal") is located.

The MBTA is under no obligation to agree to a relocation of the bus operations from their present locations. Any proposed change to the location of the existing bus operations shall not negatively impact pedestrian access to buses, operation of the buses or existing commute times. The MBTA may also offer limited easement rights for utilities, construction, and other uses to the bidder selected as designated developer through this RFP process (the "Selected Bidder").

The Bus Terminal is accessible from Hancock Street and services approximately sixteen (16) bus routes. Additional limited bus access is located off Burgin Parkway. The Property also includes a condemned parking garage (the “Parking Garage”), a portion of which is scheduled for demolition commencing in the fall of 2017. The demolition will consist of floors three (3) through five (5) of the Parking Garage being taken down (the “Demolition Project”). Demolition of the first two (2) floors of the Parking Garage, if required, shall be the responsibility of the Selected Bidder, at its sole cost and expense, and shall not be part of the Demolition Project. The Demolition Project is anticipated to take approximately eighteen (18) months to complete. The Demolition Project will be funded and implemented by the MBTA entirely separate from any development of the Property. Additional information on the Demolition Project can be found in Section VIII in a link titled, “Quincy Center Garage Demolition presentation dated April 6, 2017.”

Neighborhood Characteristics

The Property is located in the heart of Downtown Quincy. The MBTA Red Line at the Station provides service to South Station in Boston in 20 minutes. There are also sixteen (16) bus routes that run through the Bus Terminal which provide service both north and south of the Station.

As Boston continues to experience a wave of urbanization, suburban locations such as Quincy have directly benefitted by offering high-quality rental/condominium properties at a discount to Downtown Boston pricing. The transit options at the Property offer residents access to quality employment opportunities and entertainment venues within Quincy, as well as in Boston and Cambridge. Based on area comparable properties such as the recently completed DECO, The Amelia, and West of Chestnut, the Class A apartment rental rates in the area average \$3.25/SF. This strong rental market is further reflected in the fact that there are currently 2,500 additional residential units planned in Quincy.

In addition to the strong residential market, the Boston South regional office market has also shown continued signs of growth and should continue to serve as a value option to the pricier Route 128 corridor, Downtown Boston and Cambridge.

City infrastructure projects totaling over \$400 million have been recently completed or are underway in and around Quincy Center. These include the Neponset River Bridge reconstruction, upgrades to Hannon Parkway, restoration and redesign of Adams Green, and a city-wide infrastructure upgrade of roads, water and sewer lines, traffic improvements, and flood relief projects. Additionally, the MBTA will be investing over \$900 million along the South Shore Red Line Subway Corridor.

MBTA Ownership

The MBTA is the current fee owner of the Property by following Orders of Taking recorded with the Norfolk County Registry of Deeds:

- MBTA Order of Taking No. 13, recorded in Book 4462, Page 401;
- MBTA Order of Taking No. 14, recorded in Book 4484, Page 195;
- MBTA Order of Taking No. 24, recorded in Book 4540, Page 514;

- MBTA Order of Taking No. 25, recorded in Book 4540, Page 520; and
- MBTA Order of Taking No. 49, recorded in Book 4733 Page 315.

Parcel Description and Information

Size and location: The Property consists of approximately 275,000 square feet of land (approximately 210,000 square feet of air rights and approximately 65,000 square feet of ground rights). The address of the Property is 1300 Hancock Street, Quincy, Massachusetts.

Current Use: The Property consists of the air rights above the Station as well as the ground rights to the Bus Terminal.

Access: The Property is accessed through an entrance on Hancock Street and through an entrance on Burgin Parkway.

Zoning: The Selected Bidder will be required to confirm any and all zoning matters relative to the Property. Capitalized terms in this Zoning subsection shall have the meanings ascribed to them in the City of Quincy Zoning Code. The Property is located in the QCZD-10 zoning district.

Permitted Uses:

Within the QCZD-10 zoning district, no buildings or premises shall be used for other than one of the following uses, and, except for Urban Renewal Uses, shall require the issuance of a special permit from the Planning Board.

1. Retail Business and Consumer Services, provided no more than 25% of the building gross floor area is Retail Business and Consumer Services and provided further that the remaining building gross floor area is either Multi-family dwelling or General office for commercial or professional use or both.
2. All other uses permitted by right or by special permit in Appendix A of the City of Quincy Zoning Ordinances shall be allowed in the Quincy Center Districts except as listed in Section 8.3.2 in the City of Quincy Zoning Ordinances.

Dimension Regulations:

- Minimum lot size: 15,000 square feet/7,500 for Urban Renewal Use
- Minimum lot area per dwelling unit: 325 square feet
- Maximum Number of Stories: 10
- Urban Renewal Use: For an Urban Renewal Use where air rights parcels are utilized, common ownership of a lot shall not be required.

Parking Requirements (Vary per specific use)

- Residential: Minimum number of parking spaces per bedroom within a dwelling unit where 80% of Building Gross Floor Area is Residential: 1.0
- Residential: Minimum number of parking spaces per bedroom within a dwelling unit where less than 80% of Building Gross Floor Area is Residential: 0.75 for the first bedroom of the dwelling unit and 0.5 for each additional bedroom.
- Assembly: One space per 10 seats.
- Institutional: One space per 2,000 square feet of gross floor area.

- Office: One space per 600 square feet of gross floor area; provided, however, that for new construction with a net increase in gross floor area of 10,000 square feet, parking shall be provided at a ratio of one space for every 400 square feet of office or retail use and at a ratio of one space for every 300 square feet of restaurant use.
- Urban Renewal Use other than residential/condominium/cooperative units: The number of spaces shall be as determined by the Planning Board in accordance with the Certification of Consistency.
- Urban Renewal Use comprised of one or more residential condominium/cooperative units: One space per dwelling unit.

Bidders are responsible for verification and identification of all applicable federal, state and local zoning and other regulations and plans that may apply to the Property.

A copy of the City of Quincy Zoning Ordinances can be found by clicking on the link below:

<https://www.quincyma.gov/govt/depts/inspect/zoning/default.htm>

Both the City of Quincy and the MBTA encourages a level of density and mix of uses that would increase the vibrancy of Quincy Center. Please refer to the MBTA Transit Oriented Development Policies and Guidelines attached as Addendum 5, and specifically the TOD guidelines referencing maximum parking ratios. Data on local parking utilization rates, when available, could be utilized to better match the supply of parking to actual need and minimize the development of underutilized parking. The Metropolitan Planning Council's Perfect Fit Parking initiative may be one such resource. The recommended maximum parking ratios for residential development range from 0.75-1.5 spaces per unit depending on station typology. As a transformational Subway station, the maximum parking ratio recommended would be at or near the low end of the range. We encourage bidders to pursue a variance that would lower the amount of residential parking on-site or that would allow for a shared parking agreement with the MBTA that provides access to commuter parking.

Available Utilities, Environmental and Subsurface Conditions: Prospective bidders are responsible for determining the adequacy and availability of utilities which exist within or serve the Property, subsurface conditions that exist on the Property (including active and inactive utilities whether documented or not), and environmental conditions or hazardous materials. The MBTA will provide the Selected Bidder with copies of any reports respecting the Property in its possession for review during the Due Diligence Period (as hereinafter defined).

Condition of the Property

The Property is being leased in an "as is" condition.

The MBTA hereby expressly disclaims any warranties of any nature, express or implied or otherwise, except as expressly set forth herein, including without limitation, anything related to the presence of "oil", "hazardous materials" or "hazardous wastes" as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E"), as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP") (collectively, "Hazardous Materials"), and as further defined in all other applicable state and Federal laws regarding Hazardous Materials on, in, at, over, under, from, through or associated with the Property. The Selected Bidder acknowledges that the MBTA is leasing and the Selected Bidder

shall accept the Property in an “as is” condition and with “all faults” as of the date of execution of the ground lease, without any warranty or representation by the MBTA, its agents or representatives whatsoever relating to the Property. The Selected Bidder further acknowledges and confirms that Selected Bidder is not relying on any representation or inducement which was or may have been made or implied by the MBTA or any other party acting on behalf of the MBTA with respect to the Property, including, without limitation, the fitness of the Property for any proposed use, the suitability of the Property for any particular purpose, or the ability of the Selected Bidder to obtain any necessary permits or approvals.

The MBTA makes no representation as to the fitness of the Property for any proposed use, the suitability of the Property for any particular purpose, or as to the ability of the bidder to obtain any necessary permits or approvals relating to the Property.

Investigation of the Property

The Selected Bidder, at Selected Bidder’s expense, may complete an investigation of the Property, including environmental investigation. Any site investigation, including without limitation, environmental investigation, if conducted, must be completed within the time specified in the Closing Schedule (the “Due Diligence Period”). The Selected Bidder shall waive their rights to conduct or complete such investigation if it is not completed within the Due Diligence Period. If requested to do so in writing, the Selected Bidder shall submit all investigatory test results and reports obtained by the Selected Bidder to the MBTA and/or its consultants and Massachusetts Realty Group. The Selected Bidder will be required to provide any structural analysis done on the remaining levels of the parking garage to the MBTA.

Prior to the expiration of the Due Diligence Period, (i) the MBTA shall have the right to terminate the Development Agreement for any reason, whereupon all deposits (except for account funds expended) shall be refunded to the Selected Bidder, and (ii) the Selected Bidder shall have the right to terminate the Development Agreement if the Selected Bidder determines that a project at the Property is not feasible, whereupon all deposits paid to the MBTA by the Selected Bidder shall be retained by the MBTA.

The Selected Bidder will indemnify the MBTA and agree to defend the MBTA and save the MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, those related to personal injuries or death, that may be imposed upon, incurred by, or asserted against the MBTA because of the condition of the Property as a result of the Selected Bidder, its employees, contractors or consultants being on the Property to conduct any investigation.

Prior to entry on the Property, the Selected Bidder (or its consultants) shall execute a License of Entry in form substantially similar to the form of license provided in Appendix G and provide the MBTA with a certificate or certificates of insurance covering all days that Selected Bidder and Selected Bidder’s consultants and contractors will be on the Property before Closing, evidencing the insurance of the activities permitted under the License of Entry, with companies that are reasonably acceptable to the

MBTA, in which Selected Bidder, MBTA and others specified in the License for Entry are additional insureds as their interests may appear and which provides coverage required under the License of Entry.

Easements

It is the responsibility of bidders to identify and understand any and all easements burdening the Property. The Property is subject to an access easement over the existing driveway of the Bus Terminal for the benefit of the property located at 1191-1125 Hancock Street, a copy of which is attached hereto as Addendum 3. The Property is also subject to a separate utility easement under the existing driveway of the Bus Terminal for the benefit of the Massachusetts Electric Company, a copy of which is attached hereto as Addendum 3.

III. BID SUBMISSION REQUIREMENTS

Minimum Bid Amount

There is no minimum bid amount required for this RFP. The bid amount is the rent payments offered for the leasehold interest in the Property. Although bidders are asked to estimate any premium costs associated with the NFPA-130 requirements, accessibility upgrades, bus terminal upgrades and other station improvements, such premium costs will not be considered part of the bid amount. ***When determining the Selected Bidder, strong consideration will be given to the bid amount.***

Development Requirements

Certain aspects of the project will require the design and construction of elements of the Station and the Bus Terminal that will be MBTA owned and operated. The MBTA has concluded that these MBTA-owned elements (collectively, "MBTA Facilities") cannot reasonably or efficiently be separated from the aspects of the development to be owned by the Selected Bidder. The Selected Bidder will therefore be required to complete the design and construction of the MBTA Facilities in accordance with the requirements of all applicable state and federal procurement laws on the MBTA's behalf to the same extent as if the MBTA were the awarding authority.

More specifically, the Selected Bidder must retain a designer in accordance with the MBTA's requirements for designer selection. Contractors completing any construction work on the MBTA Facilities must be competitively procured in accordance with state and federal requirements and must, in the judgment of the MBTA, meet the MBTA's pre-qualification requirements generally applicable to comparable station construction/renovation projects. The Selected Bidder may also elect to proceed with the design and construction of the MBTA Facilities under a design build method of procurement, in which case the Selected Bidder must comply with the MBTA's Design Build Procurement Procedures, available here:

http://www.mbta.com/uploadedfiles/Business_Center/Bidding_and_Solicitations/Design_and_Construction/Chapter5MBTADesignBuildProcedures160426.pdf, as may be revised by the MBTA and approved by the Inspector General from time to time.

Regardless of the procurement method selected, appropriate representatives of the MBTA will be directly involved in all aspects of the procurement, design, construction and commissioning of the MBTA Facilities, and the MBTA's approval will be required at key points in the process. The Selected Bidder will be required to employ only labor which can work in harmony with all elements of labor being employed by the MBTA. The Selected Bidder will further be required not to use any party barred from doing business with the MBTA on work affecting MBTA Facilities.

The Selected Bidder must comply with the following requirements:

- The Selected Bidder, at its sole cost and expense, must make any and all improvements necessary for the Station and the Bus Terminal to comply with the requirements of NFPA-130, including fire and life safety requirement for underground, surface, and elevated fixed guideway transit and passenger rail systems. In April of 2006, the MBTA entered into a settlement agreement with the Boston Center for Independent Living ("BCIL") and several named plaintiffs in which the MBTA committed to undertaking major improvements to equipment, facilities, and services that promise to enhance accessibility for people with disabilities while improving service for all MBTA passengers. When performing Station upgrades, the Selected Bidder shall meet the requirements set forth in the BCIL settlement agreement, a copy of which is available at http://www.mbta.com/uploadedFiles/About_the_T/Reports/Capital_Investment_Program/bcil_settlement.pdf.
- All premium costs associated with construction over the Station and the Bus Terminal will be the sole responsibility of the Selected Bidder, including, without limitation, accessibility upgrades, NFPA-130 requirements, and bus terminal requirements.
- The MBTA reserves the right to charge back any maintenance and operating costs associated with improvements that are made by the Selected Bidder that are not required to bring the Station into compliance. For example, if more commuters use the Station because of the development, and as a result additional entrances/egresses must be created above what is necessary to meet ADA compliance, the Selected Bidder would be responsible for the increased maintenance costs of the additional entrances/egresses.
- Transit, commuter rail, and bus service must not be disrupted during construction of this project.
- Obvious and architecturally discernable station entrances from both the Burgin Parkway and Hancock Street sidewalks must be incorporated into the design plan.
- As part of the development, the Bus Terminal may be redesigned or relocated, but such redesign or relocation is not required nor is the MBTA under any obligation to agree to a bus terminal relocation. If the existing bus terminal is relocated in a bidder's proposed development plan, the bidder must provide the following information:
 - A modified bus route map showing path of travel in-and-out of the new bus terminal for all existing bus routes.
 - Evidence via traffic studies that existing bus routes will not be elongated and time of travel will not increase due to the bus terminal relocation.
 - Confirmation that all bus terminal requirements mentioned in the RFP have been met.
 - If a bus terminal relocation is proposed without the required information mentioned above submitted in a satisfactory and complete way, the MBTA can designate the bid non-responsive and disqualify the bidder.

- The MBTA reserves the right to make upgrades to the bus terminal as it sees fit.
- Convenient and legal vehicular and pedestrian access to the Station during construction must be provided at the Property for all MBTA customers.
- The Station currently features retail space that is included in the leasehold area subject to the terms of the existing leases.
- The development program must reflect the principles of the US Green Building Council (“USGBC”) Leadership in Energy & Environmental Design for Neighborhood Development (“LEED”) standards. Any new buildings should be designed and constructed to meet the most appropriate USGBC LEED standard at the certified level.
- Per the MBTA TOD Guidelines, a copy of which is attached as Addendum 5, any residential development must have a minimum of 10% affordability at 80% of the Area Median Income. Potential bidders are encouraged to contact the City of Quincy Affordable Housing Trust to discuss affordable housing funding.
- An active Power Substation is at this location and is going to be rebuilt, replaced and possibly relocated in the future. The Selected Bidder must coordinate with the MBTA Power Department to ensure that access is preserved to the Power Substation.
- There are active power duct banks currently throughout the parking lot. The Selected Bidder must provide three new power duct banks to the Power Substation as well as handle the cost of them.
- The Selected Bidder will need to provide MBTA access to the duct banks. A plan showing the existing duct banks is attached as Addendum 8 to the RFP.
- Construction must start on this project within twenty-four (24) months of execution of the Lease.

MBTA and City of Quincy Design and Development Guidelines

- Any proposed development must be consistent with the MBTA’s TOD Guidelines, a copy of which is attached hereto as Addendum 5.
- Both the City of Quincy and the MBTA seek proposals that maximize density at the site to create a vibrant, walkable, and sustainable development.

Selected Bidder Development Costs

The MBTA also understands that there will be high premium costs associated with the Station upgrades that may be triggered by a potential development. The MBTA has designed the Closing Schedule to allow the Selected Bidder up to fifteen (15) months to pursue and secure federal, state, or local subsidies, if necessary, to ensure the proposed development is feasible.

The City of Quincy has made available approximately \$4,200,000.00 in Tiger Grant money that can be used towards bus terminal upgrades for this project. A link to the Federal Transit Administration approval for this money can be found in Section VIII.

A Selected Bidder will be chosen, in part, based on their ability to provide proof that funding for this project can be secured. If the MBTA decides in its own judgment that the bidder has not provided sufficient evidence showing that sufficient public or private funding can be secured, the MBTA will designate the bid as non-responsive and disqualify the bidder. Furthermore, neither the MBTA nor MassDOT will contribute any funds towards this redevelopment.

Additional Information

The MBTA and City of Quincy have worked together to make available any documentation that would provide potential bidders with a better understanding of the current conditions of the Property, existing agreements affecting the Property, and upgrades which could potentially be triggered by a development at the Property. These include the following:

- Code Analysis: CodeRed Consultants has completed a preliminary code analysis identifying potential accessibility and NFPA-130 upgrades that may be triggered by a potential development at the Property. A copy of this code analysis is attached as Appendix A.
- Bus Terminal Requirements: WSP worked with MBTA Bus Operations to create a detailed list of bus terminal requirements. These requirements should be adhered to when planning for future bus operations at the site. A copy of these requirements is attached as Appendix B.
- Soil Load Bearing Tests: The results of soil bearing capacity tests conducted in and around the Station are attached as Addendum 1.
- Access Easement Plans: Two existing easement agreements affecting the Property and associated easement plans have been included as Addendum 3.
- Quincy Center Retail Leases: Two existing retail leases of Station space have been included as Addendum 7. As stated in the Development Requirements, any proposal that alters the retail space must demonstrate that such alterations will be accomplished without diminishing MBTA revenues or customer convenience.

Submission Process and Procedures

Please describe your project plan, your development team and plan of finance as detailed in the following forms:

- Cover letter by an officer authorized to submit a bid
- Form A: Bid Proposal Requirements and Organization
- Form B: Bid Offer
- Form C: Tenant's Affirmation
- Form D: Bank/Financial References
- Form E: Conflict of Interest Certification
- Form F: Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
- Form F1 – 7.1 49 CFR Part 29 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
- Form F2 – 7.2 49 CFR Part 29 – Certification Regarding Debarment, Suspension, and Voluntary Exclusion – Lower Tier Covered Transactions
- Form G: Certification Regarding Lobbying
- Form H: Addendum Acknowledgement
- Certificate of Good Standing (corporate bidders only) or Certificates of Existence for partnerships
- Bid Deposit - Certified bank or cashier's check made payable to the MBTA.

All bids must be submitted in the following manner:

- All items above, with the exception of Form B and the Bid Deposit, shall be submitted in a sealed envelope marked “Bid Submission for Quincy Center Air and Ground Rights”. Envelopes must also show the date, name, address, and telephone number of the company/person(s) submitting the Bid. Bidder must provide three (3) hard copies and one (1) digital copy (CD-ROM or flash drive) of all documents, with the exception of the Bid Deposit.
- Form B shall be submitted in a **separate** sealed envelope marked “Financial Bid Submission for Quincy Center Air and Ground Rights.” Envelopes must also show the date, name, address, and telephone number of the company/person(s) submitting the Bid. Bidder must provide three (3) hard copies of Form B, one (1) digital copy (CD-ROM or flash drive) of Form B, one (1) deposit check and two (2) sets of financials stamped confidential.

All completed bid form packages shall be submitted to the following address:

Massachusetts Realty Group
Attention: Mike Travaline
20 Park Plaza, Suite 1120
Boston, Massachusetts 02116

Bids must be submitted on the bid forms provided in this RFP and contain no alterations, additional terms or conditions.

Any bid submitted that substantially alters any material terms herein so as not to be in conformance with the provisions contained herein will be deemed unresponsive.

IV. EXECUTION AND CLOSING TERMS & CONDITIONS

Development Agreement

The Selected Bidder will be required to enter into a Development Agreement with the MBTA until all conditions for execution of the 99-year ground lease of the Property (the “Lease”) are satisfied. The Development Agreement will establish procedures under which the Selected Bidder will prepare a full development plan and seek required permits and approvals for the development plan.

The Development Agreement would include, but not be limited to, the following terms and conditions:

1. **Term.** The Development Agreement will provide for execution of the Lease after all required federal, state and local development approvals are obtained and any other conditions precedent to Lease execution are satisfied. The MBTA shall have the right to terminate the Development Agreement in the event of the failure of the Selected Bidder to obtain all required approvals or to perform any other commitments within a specified time period.
2. **Preconstruction Rent.** The Development Agreement may provide for preconstruction rent in an amount to be determined in the bid proposal. Such preconstruction rent is to be paid in monthly installments until the later of Lease execution or rent commencement.

3. Agreement Deposit. The MBTA will require the Selected Bidder to provide a deposit concurrently with the execution of the Development Agreement, in the form of a certified bank or cashier's check made payable to the order of the MBTA (the "Agreement Deposit" and together with the Bid Deposit, the "Deposits"). Upon receipt by the MBTA, the Agreement Deposit will be deemed fully earned and non-refundable by the MBTA, except as otherwise provided herein. The Agreement Deposit will be deemed to be forfeited by the Selected Bidder in the event that the Selected Bidder withdraws its bid and/or does not proceed diligently to obtain any necessary federal, state and local approvals for the site development and/or fails to execute the Lease. The Agreement Deposit will be returned (without interest) to the Selected Bidder in the event that the Development Agreement is terminated through no fault of the Selected Bidder. The Agreement Deposit will be credited towards rent upon execution of the Lease. Failure to give the Agreement Deposit to the MBTA simultaneously with the Development Agreement executed by the Selected Bidder shall be treated as a withdrawal of the bid and the Bid Deposit shall be forfeited.
4. Force Accounts. The Development Agreement will require the establishment and funding of force accounts sufficient to cover all of the MBTA's expenses in connection with the negotiation and administration of the Lease, including, without limitation, design review, construction oversight, and legal and engineering costs. These force accounts will be replenished at any time they fall below their specified minimum balances. At the expiration or earlier termination of the Lease for any reason other than a default by the Selected Bidder, the unexpended balance in the force accounts will be returned (without interest) to the Selected Bidder.
5. Development Plan. The Development Agreement may provide for a period during which the Selected Bidder will be required to produce a development plan subject to the approval of the MBTA. Such development plan will become the basis for seeking federal, state and local approvals for the proposed project and will be incorporated into the Lease. The development plan will include, at a minimum, a clear description of site uses, building massing and dimensions, significant building design features, access, parking, traffic improvements, permitting and development schedule and a finance plan. The Selected Bidder may be required to produce physical and/or computer models of the proposed project to facilitate public and agency review. The development plan must satisfy the requirements set forth in "Development Requirements" in Section II above.
6. Permitting and Community Review. The Selected Bidder must ensure that the proposed project, as designed and constructed, complies fully with all applicable federal, state and local laws, including without limitation, all zoning and building regulations. The Selected Bidder will be solely responsible, including financially responsible, as the proponent of any and all zoning, building, design and other regulatory applications and/or reviews for the development of the Property. If Massachusetts Environmental Policy Act ("MEPA") review is necessary for the land transfer or the proposed project, then the Selected Bidder shall serve as the project proponent for the MEPA process and be responsible for preparing any necessary environmental notification forms and environmental impact reports. At the option of the MBTA, the Development Agreement may include requirements relating to the local permitting process and community participation in the development of the Property.

7. MBTA Review. MBTA must review and approve all schematic and construction drawings for the development on the Property. The Selected Bidder will not be allowed to begin any construction without the written prior approval of MBTA. MBTA will review the design for compliance with applicable MBTA standards and policies, as well as for impacts to the MBTA's transportation system. The MBTA will also review the design to ensure that the project will be visually and functionally compatible with the surrounding physical environment. Any future changes to the project plans will be subject to the same MBTA review requirements.
8. Survey and Plans. The Selected Bidder will be required at its sole expense to have the Property surveyed and to prepare plans suitable for recording and otherwise prepared pursuant to the MBTA's specifications.
9. Design and Construction Coordination. The Selected Bidder will be required to coordinate its design and construction activities with the MBTA and the MBTA's contractors, as well as with residents and businesses in the vicinity of the Property. The Lease will require the Selected Bidder to adhere to MBTA design criteria, requirements and specifications for any construction activities that affect MBTA facilities. The Lease will require the Selected Bidder to adhere to all requirements of the MBTA Safety Department.
10. Reservation. The MBTA reserves the right to negotiate any and all aspects of the bid, including but not limited to the terms of the Development Agreement, following selection of the Selected Bidder.

The Development Agreement shall be executed by the Selected Bidder no later than the date specified in the Closing Schedule. Failure to execute the Development Agreement in a timely manner shall be treated as a withdrawal of the bid and the Bid Deposit shall be forfeited.

Additionally, the Selected Bidder shall execute a License of Entry that describes the due diligence work program for review and approval in substantially the same form as provided in Appendix G.

Lease Terms

In addition to the terms described above, the Lease will include, without limitation, the following terms and conditions:

1. Term. The term of the Lease shall be 99 years. The Development Agreement and the Lease will provide for termination rights at the sole discretion of the MBTA in the event the Selected Bidder fails to obtain the requisite zoning, building or other regulatory approvals within a time period to be agreed upon in the Development Agreement and Lease.
2. Rent. The Lease will incorporate rent information contained in the Selected Bidder's Offer Form attached to this RFP as Form B. It is anticipated that the rent will be paid in a single, lump-sum payment due at Closing (i.e., "pre-paid"), though the MBTA reserves the right to permit a series of rent payments. Although the MBTA expects the rent to be paid in cash at the commencement of the Lease, the MBTA also requires additional performance-based rent based on future capital events. At a minimum, the MBTA requires that the tenant pay a 2% transfer fee upon transfers of the tenant's interest under the Lease.

3. Use. The Property is to be used solely for the purposes contemplated in the development plan approved by the MBTA. In no event may the use of the Property interfere with MBTA operations (including, without limitation, vehicular and pedestrian access to the platforms and drop-off areas, and bus, transit and commuter rail train service at Quincy Center Station).
4. Maintenance and Utilities. The Selected Bidder shall be solely responsible for inspection and maintenance, including all associated costs, of development on the Property, as well as the provision of utilities to the Property. The Selected Bidder must accommodate any utilities associated with Quincy Center Station and appurtenant facilities (including implementing any necessary utility relocations in a manner approved by the MBTA, at the Selected Bidder's sole expense).
5. Insurance, Indemnification, and Hazardous Waste. The Selected Bidder must provide insurance of types, in amounts and with provisions to be specified by the MBTA. The Selected Bidder will indemnify the MBTA against all claims or liabilities that arise during the Lease term, including without limitation any related to hazardous waste contamination.
6. Taxes. The Selected Bidder will be responsible for payment of any and all local real estate taxes assessed on the Property and the improvements thereon.
7. "As Is" Conveyance. The Property and any appurtenant rights or easements shall be leased "as is," "where is," and "with all faults," subject to all liens, encumbrances, restrictions and all other acts, matters or occurrences as of the effective date of the Lease, without representation, warranty, condition or covenant, express or implied, of any kind whatsoever.
8. Mortgage, Assignment and Sublease. The Selected Bidder will not be allowed to mortgage, assign or sublease its interest in the Property except with the MBTA's prior written approval, which may be withheld in the MBTA's sole discretion. In no event shall the MBTA subordinate its interest in the Property, which interest shall be freely transferable by the MBTA.
9. Access. The MBTA shall retain its right to pass in, on and over the Property for purposes maintaining MBTA facilities and for inspecting the Property.
10. Guarantees. Guarantees required under the Lease shall be comprised of:
 - a. *Demolition/Restoration/Stabilization guarantee:* The Selected Bidder shall provide a guarantee or other assurance satisfactory to the MBTA to cover (at the MBTA's election) either (i) costs of demolition of uncompleted construction and site restoration, or (ii) costs of building stabilization and weatherization, should the Selected Bidder fail to complete the project. Such guarantee shall be secured by a letter of credit.
 - b. *Completion guarantee:* The Selected Bidder shall provide an enforceable completion guarantee and/or other assurance satisfactory to the MBTA.
 - c. *Payment, performance, and lien bonds:* The Selected Bidder shall deliver to the MBTA payment, performance and lien bonds in a form acceptable to the MBTA, naming the MBTA as a dual obligee, or other assurances acceptable to the MBTA.

11. Reservation. The MBTA reserves the right to negotiate any and all aspects of the bid, including but not limited to the terms of the Lease, following selection of the Selected Bidder.

Closing Date

The date of execution of the Lease (the “Closing Date”) will be the date as specified in Closing Schedule in Section V, unless extended at the sole discretion of the MBTA, at which time the MBTA will have the authority to request an extension deposit from the Selected Bidder. The extension deposit shall be the amount as specified in the Bid Deposit & Payment Schedule. The MBTA has the right to waive or reduce this deposit if they believe that the bidder has applied for financing and submitted its application to the appropriate local agency for approval of its proposed development, and has otherwise been diligent and expeditious in attempting to meet the Closing Date.

In the event Lease execution (“Closing”) does not occur for any reason, Selected Bidder agrees that, if requested by MBTA, all permits and approvals obtained by Selected Bidder and all application materials and development plans and surveys shall be assigned by Selected Bidder to MBTA at no cost to MBTA.

Selected Bidder Pre-Closing Expenses

Any and all expenses incurred by the Selected Bidder prior to Closing will be the responsibility of the Selected Bidder and entirely at its own risk.

Indemnification and Release

The Selected Bidder for itself, its successors and assigns, shall indemnify, defend (at the option of the MBTA) and save the MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, those related to personal injuries or death, that may be imposed upon, incurred by, or asserted against the MBTA related to (a) the condition of the Property at Closing (including, without limitation, pre-existing Hazardous Materials and (b) those related to any negative impacts that occur as a direct or indirect result of the MBTA’s operation of its transportation system, including, without limitation, noise, odor, vibrations, particles, pollution, fumes and electromagnetic fields (collectively, “Negative Impacts”). The indemnification for Hazardous Materials includes indemnification for the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property and for any Hazardous Materials on abutting property not owned by the MBTA caused by migration of such Hazardous Materials from the Property and such indemnification includes, without limitation, third party claims for property damages and decreases in land values.

In addition, the Selected Bidder, for itself, its successors and assigns shall agree not to sue or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against the MBTA arising out of (a) the condition of the Property at Closing, including, but not limited to, the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by the MBTA because of migration of such Hazardous Materials from the Property, and (b) the fact that the Property is subject at all times to the Negative Impacts and other negative conditions associated with the current and future operation of the MBTA’s transportation system.

Any required response action related to the Property required by a governmental authority shall be performed by Selected Bidder at Selected Bidder's sole cost and shall be performed in accordance with Chapter 21E, the MCP, and any other applicable statutes and regulations (collectively, the "Applicable Laws". "Hazardous Materials" is defined to mean any "oil" or "hazardous materials" as those terms are defined in the Applicable Laws. These provisions of indemnity and release shall be incorporated into the Lease.

The Selected Bidder agrees to design and construct all project improvements so as to minimize the impact of Negative Impacts upon all project improvements and any subtenant, licensee, occupant or purchaser thereof. This provision shall be incorporated into the Lease.

Title

It is the Selected Bidder's responsibility to determine and verify all title information pertaining to the Property. The Selected Bidder shall review title to the Property at its sole cost within the time specified in the Closing Schedule. A copy of said title report shall immediately be given to the MBTA along with a cover letter listing all specific title problems and referencing the specific recorded documents. Any and all title defects not specifically listed as problematic in the cover letter to said title report shall be deemed waived. If the title search is not completed and delivered to the MBTA within this time, all title defects shall be deemed waived. The MBTA shall have sixty (60) days to respond or cure defects.

The MBTA will deliver the Property free from all encumbrances, except:

- (a) Provisions of existing building and local zoning laws;
- (b) Such taxes for the current tax year as are not due and payable, and any liens for municipal betterments assessed after the date of this RFP;
- (c) Easements, restrictions, reservations, and eminent domain takings by third parties of record, including, without limitation, an easement held by the City of Quincy over the existing driveway to the Bus Terminal for the benefit of the City of Quincy parking lot and an access easement over the existing driveway to the Bus Terminal for the benefit of the property located at 1191-1125 Hancock Street;
- (d) Rights retained by the MBTA;
- (e) Any encroachments, parties-in-possession, leases, licenses and occupancies
 - (1) that can be seen by inspecting the Property, or
 - (2) are shown on the plan attached hereto as Appendix H;
- (f) Any other easement, license, restriction or encroachment, unless such easement, license, restriction, or encroachment makes it impossible to use the Property for all of the uses permitted as of right pursuant to the City of Quincy zoning code;
- (g) All title defects waived by the Selected Bidder;

The Property is being leased subject to all encumbrances and encroachments and without any encroachments having been cured, and the Selected Bidder may resolve any and all remaining encroachments to its satisfaction after the Closing Date at Selected Bidder's sole expense and there shall be no further obligations by the MBTA to cure any encroachments.

The MBTA makes no representation as to the fitness of the Property for any proposed use, the suitability of the Property for any particular purpose, or the ability of the Selected Bidder to obtain any necessary permits or approvals relating to the Property.

Survey

The Selected Bidder will be responsible for completing, at its own expense, a recordable and ALTA survey of the Property. This survey must include bearings and distances for relevant parcel, leased premises and easement boundaries. The survey must be completed by the time specified in the Bid Schedule. The survey is subject to MBTA approval.

If the MBTA conducts the survey, the Selected Bidder will be responsible for reimbursing the cost to the MBTA. Any modifications to the survey shall be at the expense of the Selected Bidder. The Selected Bidder is also responsible for recording the survey of the Property at its own expense.

Regulatory and Permitting Approvals

The Selected Bidder will be responsible for all necessary regulatory and permitting approvals associated with the use of the Property (all such approvals, "Permitting"). The Selected Bidder's inability to obtain any Permitting necessary to Selected Bidder's plans for the development of the Property shall not relieve the Selected Bidder of its obligations under the Development Agreement. The Development Agreement will provide for termination rights at the sole discretion of MBTA in the event the Selected Bidder fails to obtain requisite zoning, building or other regulatory approvals within a time period to be agreed upon in the Development Agreement.

Expense Reimbursement

Legal Force Account

The Selected Bidder will reimburse the MBTA for all legal fees for outside counsel incurred in connection with the MBTA's transaction with the Selected Bidder. The "Legal Force Account" will be used to cover such legal expenses. This Legal Force Account, with initial funding of \$25,000.00, shall be available to the MBTA for reimbursement of legal expenses directly related to the lease of the Property. The Legal Force Account will remain in effect until ninety (90) days after the Closing.

Engineering Force Account

The Selected Bidder will be required to work with the appropriate MBTA departments regarding permit and approval submissions, site plan use and design, and other plans. To address all issues that arise in the most efficient manner, the MBTA may elect to appoint a Project Manager, who will coordinate communications between the MBTA operating departments and the Selected Bidder. The MBTA will review and either accept or reject the Selected Bidder's submissions in a reasonable and timely manner.

To assure reimbursement to the MBTA of directly related MBTA expenses for MBTA engineering review, safety, and other services in conjunction with the Selected Bidder's improvements, the Selected Bidder shall enter into the Engineering Force Account Agreement in the standard form required by the MBTA Capital Delivery Department. The Selected Bidder shall fund the Engineering Force Account, initially in the amount specified in the Deposit & Payment Schedule (or such greater amount as the MBTA Capital Delivery Department may require), no later than the time of the first submittal to the MBTA of design plans or other such submittals, including without limitation, submittals required under the License of Entry. The Force Account will remain in effect until thirty (30) days after MBTA determines all open items are closed. The MBTA reserves the right in its sole discretion to require an additional Engineering Force Account in association with future construction activities if deemed necessary.

Force Account Replenishment

In the event the MBTA draws down funds from a Force Account such that the Force Account is reduced to one-half of the initial funding, the Selected Bidder shall replenish each such Force Account to its original level. It shall be a default if the Selected Bidder fails to replenish either Force Account at required levels of funding within fourteen (14) days of demand.

The Selected Bidder is responsible for reimbursement of these expenses to the MBTA whether or not a Force Account is established.

MBTA Department Reviews and Non-Interference with MBTA Operations

Tenant Responsibility

The construction and/or operation activities of the Selected Bidder shall not interfere with MBTA operations as discussed below.

MBTA Review of Plans and Non-Interference with Operations

MBTA review and approval will be required for any land preparation, improvements, construction, and maintenance plans associated with the Property to the extent that they may interfere with MBTA operations and/or pose a safety hazard. Accordingly, the Selected Bidder will be required to submit plans to appropriate MBTA departments for review and approval prior to conducting work on the Property. The MBTA may condition its plan approval on the Selected Bidder's satisfaction of specified requirements before, during and after construction.

Any requirements of the MBTA including, but not limited to, changes in specifications, construction activities, maintenance and improvements that may impact the ROW and/or MBTA operations, shall be at the sole expense of the Selected Bidder. Such costs may also include MBTA review of plans, construction monitoring, and power disruption.

The MBTA shall require notification of activities on the Property such as paving and utility upgrade and installation, to the extent that workers and materials may be in areas that affect access and operation of MBTA operations.

Commuter access cannot be disrupted or encumbered during the construction of any new development at the Property.

Labor

The Selected Bidder must furnish labor that can work in harmony with all other elements of labor employed or to be employed at the Station.

V. BID AND CLOSING SCHEDULE

The following schedule is intended as a guide and is subject to change at the MBTA's discretion.

Event	Description	Date
Question & Answer Session	A Question & Answer Session will be held to answer any questions related to the project or RFP. Dial-in: 866-259-9955 Code: 617-531-4241	12:00 p.m. Wednesday, September 6, 2017.
Deadline for Written Questions	Potential Bidders are to submit, in writing, all questions and requests for clarifications or changes. Questions should be addressed to the email box of Procurement@mbtarealty.com . Questions must reference "Quincy Center Station Air and Ground Rights" Potential bidders are reminded that only formal written responses to questions, provided in an addendum, should be considered definitive. Verbal responses, including those at the pre-bid conference should not be regarded as official or definitive.	5 p.m., Friday, September 8, 2017.
Bid Due Date and Time	Completed bid submissions must be submitted to Massachusetts Realty Group as described in Form A.	10:30 a.m. Monday, October 2, 2017.
Execution and Delivery of Development Agreement and License of Entry	The Selected Bidder must deliver a Development Agreement and License of Entry executed by Selected Bidder to the MBTA, along with Agreement Deposit within <u>sixty (60) days</u> of designation.	No later than Friday, December 15, 2017.

<p>Selected Bidder Due Diligence</p> <p>Title, survey, site investigation, and approvals</p>	<p>The Selected Bidder shall be responsible for conducting its own due diligence at its sole expense.</p> <ul style="list-style-type: none"> - Title and Survey: Within <u>ninety (90) days</u> from execution of a Development Agreement by both parties - Site Investigation: Within <u>one hundred eighty (180) days</u> from execution of a Development Agreement by both parties 	<p>No later than Wednesday, June 13, 2018.</p>
<p>Closing Date</p>	<p>The Closing shall occur within <u>fifteen (15) months</u> of the execution of the Development Agreement by both parties.</p>	<p>No later than Friday, March 15, 2019.</p>
<p>Closing Extensions</p>	<p>The MBTA may grant extensions of closing at their sole discretion. If such an extension is granted, the Bid Deposit and the Agreement Deposit shall be deemed non-refundable. In addition, the Selected Bidder shall be required to make an additional non-refundable deposit of up to \$50,000.00. This deposit will be in addition to the remaining Closing costs. The MBTA may reduce or cancel this obligation at its sole discretion.</p>	<p>TBD, if necessary</p>
<p>Construction Start</p>	<p>Construction must start on this project within <u>twenty-four (24) months</u> of Closing. The MBTA may grant extensions of the construction start at its sole discretion.</p>	<p>No later than March 15, 2021.</p>

VI. BID DEPOSIT AND PAYMENT SCHEDULE

The bid package must include a bid deposit (“Bid Deposit”) in the form of a certified bank or cashier’s check made payable to the MBTA in the amount of \$10,000.00 and placed in the sealed bid envelope.

The Bid Deposit of the Selected Bidder will be credited to the rent due under the Lease. The Bid Deposit is non-refundable if the Selected Bidder fails to execute the Development Agreement as described in Section IV.

The MBTA will retain the Bid Deposits submitted by the second and third highest-ranked bidders until the earlier of a) the date the Selected Bidder executes the Development Agreement or b) six (6) months from designation of the Selected Bidder. All other Bid Deposits will be returned upon designation of the Selected Bidder.

The Selected Bidder is required to make payments according to the schedule as outlined below and in accordance with the following schedule:

Milestone	Description	Amount	Date
Bid Deposit	To be paid to the MBTA upon submission of bid.	\$10,000.00	October 2, 2017
Agreement Deposit	To be paid to the MBTA upon execution of the Development Agreement. The Agreement Deposit will be credited to rent due under the Lease.	\$100,000.00	Upon execution of the Development Agreement
Legal Force Account	To be funded in order to assure reimbursement to the MBTA of expenses for outside counsel to assist with the transaction with the Selected Bidder. The Legal Force Account will remain open until ninety (90) days following Closing.	\$25,000.00	Within 10 days of designation as the Selected Bidder
Engineering Force Account Deposit	To be funded in order to assure reimbursement to the MBTA of directly related MBTA expenses for MBTA engineering review, safety, and other services in conjunction with the Selected Bidder's improvements. The Force Account will remain in effect until thirty (30) days after MBTA determines all open items are closed.	TBD based upon development program	No later than the time of the first submittal to the MBTA of design plans or other such submittals, including without limitation, submittals required under the License of Entry
Closing Extension Deposit(s)	The MBTA may grant extensions of closing at its sole discretion. If such an extension is granted, the Bid Deposit and the Agreement Deposit shall be deemed non-refundable. In addition, the Selected Bidder shall be required to make an additional non-refundable deposit of up to \$50,000.00. This deposit will be in addition to the remaining Closing costs. The MBTA may reduce or	Up to \$50,000.00 per extension request	TBD

	cancel this obligation at its sole discretion.		
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VII. BID TERMS AND CONDITIONS

Evaluation and Acceptance of Bids

Evaluation of bids will take into account the following:

- Ability to meet all development requirements.
- The bid amount (exclusive of the premium costs described in the bid).
- Compliance with accessibility requirements, NFPA-130 requirements, and bus terminal requirements.
- Firm experience with projects of similar size and scope.
- Responsiveness to MBTA TOD Policies and Guidelines, including, without limitation, adherence to the MBTA Joint Development Procedures laid out in the TOD Policies and Guidelines.
- Other improvements to the MBTA Station and Bus Terminal that will benefit customers.
- Proposals that decrease existing MBTA maintenance costs.

A Bidder shall be deemed responsive and eligible if:

- (1) The bid package submittal is complete and not conditioned;
- (2) The bidder is in good standing with the MBTA and the Commonwealth of Massachusetts; and
- (3) The bidder provides sufficient information regarding experience, program compatibility with the Town and MBTA operations, and financial feasibility as provided in the Bid Forms.

MBTA will designate a responsive and eligible bidder as “Selected Bidder” after completion of due diligence of all the bids and bidders, and reserves the right to issue a best and final offer request.

Acceptance of a bid may be subject to approval of the MBTA’s Fiscal and Management and Control Board and General Manager. In addition, the MBTA shall seek the City of Quincy’s approval of the MBTA’s designation of the Selected Bidder. The City’s approval of the designation shall be evidence of the City’s consent to the lease of the air rights pursuant to Chapter 546 of the Acts of 1967.

If the Selected Bidder fails to close the transaction within the specified time period (except as provided in the Development Agreement), then the MBTA has the right to retain the Bid Deposit and the Agreement Deposit as liquidated damages, all obligations of the MBTA due to the Selected Bidder shall cease, and the MBTA may award the bid to the next highest-ranked responsive and eligible bidder or re-advertise the Property or otherwise deal with the Property at the MBTA’s sole discretion.

Thereafter, in the event the MBTA notifies the second or third highest-ranked bidder that it is now the Selected Bidder, and the newly designated Selected Bidder fails to sign the Development Agreement within sixty (60) days of such notice, then the Bid Deposit of that Selected Bidder shall be retained as liquidated damages. If the new Selected Bidder fails to close the transaction in the specified time, the Bid Deposit and Agreement Deposit shall be retained as liquidated damages. In either case, all

obligations of the MBTA due to the Selected Bidder shall cease, and the MBTA may award the bid to the next highest bidder or re-advertise, or otherwise deal with the Property at the MBTA's sole discretion.

BEST AND FINAL OFFER

The MBTA may determine that it is in its best interest to solicit a second round of bids as best and final offers ("BAFO") from bidders with responsive bids. These bidders would be notified and provided BAFO forms and instructions. In the event an invited bidder does not submit a new bid, the MBTA will consider that as a restatement of the bid already received. Potential bidders should not assume that the MBTA will solicit a second round of bids.

The bidder who submits the highest-ranked BAFO bid will be deemed the Selected Bidder, subject to the MBTA's right to reject all bids.

RIGHT TO REJECT BIDS

The MBTA reserves the right to reject any and all bids and responses, in whole or in part, and then to advertise for new proposals or to otherwise deal with the Property, as may be in the best interest of the MBTA. The MBTA also reserves the right to waive any informalities, minor deviations, insignificant mistakes and matters of form rather than substance and to seek clarification of the proposal or contract document, which can be waived or corrected without prejudice to other bidders, potential bidders or the MBTA. No officer or agent of the MBTA is authorized to waive this reservation.

All of the terms, conditions, specifications, appendices and information listed in the Table of Contents and included in this RFP shall constitute the entire RFP package and shall be incorporated by reference into this bid submission. No conditions, other than those specified in this RFP will be accepted and bids subject to bidder's conditions may be disqualified except as specified in this RFP.

VIII. OTHER INFORMATION

Included below is information that may be a helpful reference in the preparation of your response.

- [Existing Bus Routes](#)
- [Quincy Center Garage Demolition Presentation dated April 6, 2017](#)
- [City Infrastructure Upgrades](#)
- [Quincy Zoning Bylaws. Quincy Center Zoning District-10](#)
- [Quincy Community Development Plans](#)
- [Federal Transit Administration Bus Terminal Grant Approval](#)

IX. RESERVATIONS, DISCLAIMERS AND PROVISOS

1. All of the terms, conditions, specifications, appendices and information included in this RFP shall constitute the entire RFP package and shall be incorporated by reference into each bid

submission. No conditions, other than those specified in this RFP will be accepted and conditional bids may be disqualified except as specified in this RFP.

2. The MBTA makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this RFP, or that such information accurately represents the conditions that would be encountered on or in the vicinity of any of the Property, now or in the future. The furnishing of information by the MBTA and Massachusetts Realty Group (comprised of Greystone & Co., Inc. and Jones Lang LaSalle Americas, Inc.) shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each bidder, by submitting a bid to the MBTA in response to this RFP, expressly agrees that it shall not hold the MBTA, Massachusetts Realty Group or any of their respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.
3. If any matter or circumstance under this RFP requires the consent or approval of the MBTA or that such matter be satisfactory to the MBTA, then the same may be granted, withheld, denied or conditioned by the MBTA in the exercise of its sole discretion unless otherwise specified.
4. If the outside date for the execution of the Development Agreement or any other agreement contemplated under the RFP shall not fall on a "Business Day" (a "Business Day" being defined as any day other than a Saturday, Sunday, or day on which commercial banks in Boston, Massachusetts are authorized or required by law to remain closed or legal holiday recognized by the MBTA), then such date shall be extended to the next succeeding Business Day.
5. Awards shall be made in strict compliance with Massachusetts General Laws, Chapter 161A, Section 5(C) and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation in consideration for an award.
6. Appeals/Protests relative to this RFP will be reviewed and adjudicated in accordance with the MBTA's Appeals/Protest Procedures – Goods & Services. A copy of this procedure is available by contacting the MBTA Materials Department.
7. The MBTA reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any bid when it determines that it is in the MBTA's best interest to do so, and to waive any defects in the RFP submission process when it determines such defects are insubstantial or non-substantive. No officer, employee, agent or consultant of the MBTA is authorized to waive this reservation.
8. Any notice or other communication by bidders in connection with this RFP shall be deemed given when received or when delivered by messenger or overnight mail or upon attempted delivery if delivery is not accepted. Such notices shall be in writing and shall be deemed to have been properly given when delivered by messenger or overnight mail addressed as follows: If to the Selected Bidder at the address provided in the bid; if to the MBTA sent to the Office of Real Estate and Asset Development, MBTA, Ten Park Plaza, Suite 5720, Boston, Massachusetts 02116, Attn: Chief of Real Estate. In addition, a duplicate notice from the Selected Bidder shall be sent in the same manner as the notice to the MBTA to the

MBTA's representative, Massachusetts Realty Group, 20 Park Plaza, Suite 1120, Boston, Massachusetts 02116. Notice of any addendum or other change to this RFP by the MBTA to registered bidders shall be sent electronically, and if a registered bidder cannot receive electronic mail, by regular U.S. mail, postage pre-paid.

9. Bidders should assume that all material submitted in response to the RFP will be open to the public. To the extent allowed by Massachusetts public records laws, the MBTA will use commercially reasonable efforts not to disclose or make public any pages of a bid on which the respondent has stamped or imprinted "confidential." Confidential data will be limited to confidential financial information concerning the bidder's organization. The MBTA and Massachusetts Realty Group assume no liability for disclosure or use of any information or data.
10. All bidders shall thoroughly familiarize themselves with the provisions of the RFP, including appendices, amendments, development requirements and associated materials. Upon receipt of the RFP, each bidder shall examine the RFP for missing or partially blank pages due to mechanical printing collating, or other publication errors. It shall be the bidder's responsibility to identify and procure any missing pages or information.
11. Bidders shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses. Bidders shall be solely responsible for verifying any and all physical or other site conditions of the subject property. Copies and summaries of physical or other site conditions of the subject property, if any, are included in this RFP only as a convenience. The MBTA, Massachusetts Realty Group and any of their respective officers, agents, contractors, or consultants shall not be liable for any mistakes, damages, costs, or other consequences arising from any use of or reliance upon any such provided information.
12. Bidders shall be entirely responsible for any and all expenses incurred in preparing and/or submitting any bid(s) in response to this RFP, including any costs or expenses resulting from the issuance, extension, supplementation, withdrawal, or amendment of this RFP or the process initiated hereby.
13. Bidders must complete each and every bid form contained herein, if applicable.
14. No broker commissions or fees whatsoever shall be due or payable by MBTA, its contractors or their respective employees. Notwithstanding the foregoing, the MBTA shall be solely responsible for any commission due and owing to Massachusetts Realty Group.

X. Bid Forms
Forms Begin on Next Page

FORM A – Bid Proposal Requirements and Organization

Please organize your bid proposal in the format listed below. Please insert the referenced Section and Page number in your narrative to locate this information. Also please use the question number in your narrative text to assist us in assuring that your submission is complete. If you believe additional information is needed to understand your bid, please make reference to it. It is recommended that a copy of this form is included at the beginning of the bid proposal to help us navigate the proposal.

Section	Description	Pages
Section 1: Bid Forms	All Bid Forms A-H*, Certificate of Good Standing or Certificate of Existence fully executed and completed. *Bid Form B should be in a separate envelope with a flash drive, the deposit check, and two sets of financials stamped confidential.	All forms
Section 2: Cover letter and Bid Officer and Owner information	<ol style="list-style-type: none">1. Cover letter introducing the project team and signed by a principal with full contact information (Name, address, phone, email, etc.).2. Form of business of Bidder and attach certificate of incorporation or equivalent document based on the organization.3. Federal Tax Identification Number.4. Foreign Entities, in the event that the Bidder is not a Massachusetts entity, said Bidder must include a statement agreeing to make all necessary filings to qualify to conduct business in the Commonwealth of Massachusetts prior to execution of the Development Agreement.5. Describe any proposed joint venture, partnership or other for this RFP.6. Bid Officers and Owners. The Bid must list the officers and others with an interest in the Bid:<ol style="list-style-type: none">a. For-Profit Corporation. If the Bidder is a corporation, list all officers, directors, and owners of ten percent (10%) or more of the capital stock.b. Non-Profit Corporation. If the Bidder is a non-profit corporation, list all officers, and directors or board members. List any other entities that control or are controlled by the Bidder.c. Non-corporation. If the Bidder is other than a corporation, list all persons or entities with an interest of ten percent (10%) or more in the operations of the development entity, including the title and percentage of the interest for each.	Up to 5 pages (Including forms and letters)

Bid Form A

Bidder's Initials_____

Section 3: Company Vendor Contacts	<ol style="list-style-type: none"> 1. Bank Information – Provide the name, address and contact person and telephone numbers at each Bidder’s primary bank; 2. Insurance Information - Provide the name, address and contact person and telephone numbers at each Bidder’s insurance company; 	Up to 3 pages.
Section 4: Experience	<ol style="list-style-type: none"> 1) Describe the company, owners and employees real estate and development experience. This should include following: <ul style="list-style-type: none"> - Examples of at least two projects of 150,000 GSF over the past 10 years. Please include the dates, locations, concepts, system details, costs, financial structure, and outcomes for these projects. - Experience with the development, financing, and construction projects of similar scale within the last 10 years. 2) Describe the company, owners and employees prior contractual relationships with the MBTA or the Commonwealth. 3) Provide resumes for each of the principals and key personnel. 	Up to 15 pages (not including resumes)
Section 5: Financial Questions	<ol style="list-style-type: none"> 1. Each Bidder must provide answers to the following questions in the Bid package. Note that for purposes of these questions, “the Bidder” shall include: The Bidder; any director, principal officer, partner, or owner of ten percent (10%) or more of stock or with an interest of ten percent (10%) or more in the Bidder; or any partnership, corporation, or other entity with which the foregoing are or have been affiliated. If “yes” is answered to any of these questions, describe the circumstances in detail. <ol style="list-style-type: none"> a. Bankruptcy. In the past ten (10) years, has the Bidder filed for bankruptcy or been declared bankrupt? b. Foreclosure. In the past ten (10) years, has the Bidder been the subject of a foreclosure proceeding? c. Loan default. In the past ten (10) years, has the Bidder defaulted on a loan? d. Purchase and Sale, Lease or Real Estate Contract default. In the past ten (10) years, has the Bidder been in default of a purchase and sale agreement, a ground lease, any other lease, or a contract or agreement for the purchase or lease of real estate, or had such a lease, contract, or agreement terminated due to the Bidder’s failure to comply with the terms of the lease, contract, or agreement? e. Prohibition. Has the Bidder ever been prohibited from doing business with any government agency? f. Felony. Has the Bidder ever been indicted for or convicted of a felony? g. Illegal purpose. Has the Bidder ever been involved, affiliated, or in known contact with any entity intending to utilize the subject property for an illegal purpose or with any entity, individual, or member of any organized crime group or similar criminal enterprise? 	Up to 10 pages

Bid Form A

Bidder’s Initials_____

<p>Section 6: Use, development plan and community engagement strategy</p>	<p>Provide a detailed Property use, development plan and community engagement program.</p> <ul style="list-style-type: none"> • Uses: residential sale or rental (with affordable component highlighted); commercial, retail, other • Discuss briefly compatibility with local zoning, specifically if any variances will be pursued and for what they will be pursued for. • Delineate which accessibility upgrades, NFPA-130 Requirements, and bus terminal upgrades will be triggered by the proposed development. Assign an estimated cost to each. • Identify any public subsidies and the subsidy amount that will be pursued in order to make this project feasible. (NOTE: No MBTA or MassDOT funding to support compliance with NFPA-130, bus terminal upgrades, accessibility upgrades, or other station improvements, should be considered and included in bid proposals). • Discuss responsiveness to the MBTA's TOD Policies and Guidelines. Be as specific as possible. Please note potential challenges to meeting these policies as well. We encourage thoughtful reflection that is specific to this site. • Detail what other benefits, if any, the proposal offers to the MBTA. For example, these may include decreased maintenance costs, or improvements to the station that is not specified. Please quantify these improvements. • Discuss any other public benefits and sustainable design components associated with the project. • Describe any innovations the development plans offer which benefits the MBTA. • Number of residential units and types, commercial square footage, and other square footage uses • Building height(s) • Detail any shared parking options that may be available to the MBTA. The MBTA is not requiring commuter parking be built but is open to entering into a shared parking agreement. • Confirm that there will not be disruption to MBTA service or commuter access to the Station. • Other site features, • Community uses or community benefits included in the program. • Detail any "green" technology features planned for the Property including roof-top or other photovoltaic arrays planned for the program including a LEED rating discussion. <p>The information should also contain any renderings and/or schematics that would be relevant to all your audiences</p>	<p>Up to 15 pages</p>
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Bid Form A

Bidder's Initials_____

	including the MBTA, the City of Quincy, residents, local businesses, etc.	
Section 7: Development Program and Financial Feasibility	<ol style="list-style-type: none"> 1. Development Budget. The development budget must detail all development costs, including, without limitation: site preparation; building construction; parking and landscaping; utilities; design, engineering, and other consulting; permitting and fees; insurance; legal and other professional fees; construction financing costs. The development budget must detail all off-site costs, including any provisions for providing any community uses or benefits. All costs must be expressed both as a total and per gross building square foot. 2. Pro-Forma. Provide details of costs and revenues of each component of the development program including rent payments to the MBTA, soft and hard costs, as well as revenue projections, absorption and financing. Include funds for economic development programs and off-site improvements. The Pro-Forma may be submitted in a separate envelope if desired. 3. Development financing. State all sources of private or public debt and equity expected to be used to finance the development and the anticipated amounts from each source. Any interest from investors, lenders, tenants, or others must be indicated, and actual letter of interest should be included. 	Up to 10 pages

Bid Form A

Bidder's Initials_____

FORM B – BID OFFER FOR DEVELOPMENT PROGRAM

BID OF:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE: _____ EMAIL: _____

The undersigned hereby acknowledges that it is fully familiar with all provisions contained in that certain “Request for Proposals, Lease of Ground and Air Rights, Quincy Center Station, 1300 Hancock Street, Quincy, MA,” issued by the Massachusetts Bay Transportation Authority (“MBTA”), and in any addenda issued in connection therewith (collectively, the “RFP”). The undersigned hereby represents and warrants that it is submitting this bid (the “Bid”) in response to the RFP subject to and in accordance with the terms and provisions of the RFP, and that it offers to enter into one or more development agreements, leases, and all related agreements with the MBTA for the development of the Property (as defined in the RFP), subject to: (i) the terms and conditions described in the RFP; (ii) the terms and conditions contained in the Bid; and (iii) further terms and conditions to be negotiated with the MBTA.

The undersigned hereby offers to enter into a Development Agreement, Lease and/or other agreement with the MBTA for the lease the Property under the terms shown on this Bid Offer, subject to the terms and conditions of the RFP and further negotiations with the MBTA.

PRECONSTRUCTION PERIOD RENT:

Preconstruction Period Rent: \$_____ beginning in _____ ending in _____

Rent Escalation: Annual fixed percentage: _____% OR Annual base index: _____

CONSTRUCTION PERIOD RENT:

Construction Period Rent: \$_____ beginning in _____ ending in _____

Rent Escalation: Annual fixed percentage: _____% OR Annual base index: _____

ANNUAL LEASE RENT:

Initial Annual Lease Rent: \$_____ beginning in _____ ending in _____

Rent Escalation: Annual fixed percentage: _____% OR Annual base index: _____

Note: The MBTA prefers for Annual Lease Rent to be paid in a single, lump-sum payment at the commencement of the lease. If Annual Lease Rent is to be paid in a series of payments, such payments shall be due annually on April 1st of each year and may be prorated for year one.

Bid Form B

Bidder's Initials _____

PERFORMANCE-BASED RENT (PLEASE DESCRIBE ANY OFFERS OF REVENUE SHARING OR EQUITY PROMOTION):

PROJECTED RENT PAYMENTS:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Preconstruction Period Rent	\$	\$								
Construction Period Rent			\$	\$						
Annual Lease Rent					\$	\$	\$	\$	\$	\$
Performance-Based						\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Provide a schedule with anticipated time frames detailing when Preconstruction Period Rent and Construction Period Rent payments are expected to commence and terminate.

The undersigned hereby agrees that:

- a) I/we have submitted with this a Bid Deposit in the amount of Ten Thousand Dollars (\$10,000.00) in the form of a bank or cashier's check made payable to the MBTA;
- b) If I/we are declared the high Bidder, the Bid Deposit is **non-refundable** and may be retained by the MBTA as liquidated damages;
- c) If the MBTA is unable to deliver the Property in accordance with the terms of the RFP or Development Agreement, the Bid Deposit and other deposits will be returned and all obligations of the MBTA to the Selected Bidder shall cease;
- d) Interest earned on the Bid Deposit, if any, prior to MBTA approval of the transaction shall be the property of the MBTA;
- e) The Bid Deposit may be retained by the MBTA for up to six (6) months after designation of the Selected Bidder if the undersigned is declared the second or third highest-ranked bidder;
- f) If I/we are designated as the Selected Bidder, I/we will pay the Agreement Deposit in the amount of One Hundred Thousand Dollars (\$100,000.00). The Agreement Deposit shall be due at the time of execution of the Development Agreement and shall be non-refundable, except as provided in the Development Agreement;
- g) If I/we are declared the Selected Bidder I/we agree to execute and fund the MBTA Engineering Force Account and the MBTA Legal Force Account as defined in this RFP;

Bid Form B

Bidder's Initials _____

h) If I/we are declared the Selected Bidder and fail to execute the Development Agreement or the Lease and/or otherwise perform as defined in the RFP, I/we understand the MBTA may de-designate me/us and all deposits, fees and any other payments made shall become **non-refundable** and may be retained by the MBTA as liquidated damages.

i) The Selected Bidder assumes all risk of the liability for any and all injuries arising out of or in connection with, directly or indirectly, the inspection of the Property by the Selected Bidder or its agents or representatives. The undersigned hereby releases the MBTA, Massachusetts Realty Group (comprised of Greystone & Co., Inc. and Jones Lang LaSalle Americas, Inc.) and their respective officers, employees, agents, contractors and consultants from and against all liability for any such damages.

j) The Selected Bidder hereby indemnifies the MBTA, Massachusetts Realty Group and their respective officers, employees, agents, contractors and consultants from any claim (whether or not resulting or likely to result in litigation), arising out of or due to, directly or indirectly, out of any information provided in this RFP.

k) Selected Bidder acknowledges that the MBTA operates a parking lot and public transportation system proximate to the Property. The Property is subject at all times to, including without limitation, noise, odor, vibrations, particles, electromagnetic fields, pollution, fumes and other transportation operations impacts ("Negative Impacts") and the Selected Bidder hereby waives any claim for damages to its property or business arising out of such Negative Impacts.

l) The Selected Bidder agrees to accept the Property in its "as-is, where-is" condition and with all faults including but not limited to, any environmental conditions existing on or affecting the Property. The MBTA does not represent that the Property is in conformance with applicable laws, regulations or codes. The MBTA does not represent that Selected Bidder will be able to obtain any permits, approvals, adjustments, variation or rezoning to permit any particular uses.

m) Time is of the essence for this Bid Offer and the transaction contemplated by the RFP.

n) The Selected Bidder agrees that its proposed use of the Property is not inconsistent with and shall not interfere with the MBTA's use and operation of its adjacent land and the facilities located thereon.

o) This Bid Offer along with the RFP constitutes the entire understanding of the parties hereto and, unless specified herein, no representation, inducement, promises or prior agreements, oral or written, between the parties or made by any agent on behalf of the parties or otherwise shall be of any force and effect.

p) No official, employee or agent of the MBTA or Massachusetts Realty Group shall be charged personally by the Selected Bidder with any liability or expense of defense or be held personally liable under any term or provision of this Bid Offer because of any breach.

q) The MBTA reserves the right to reject any and all bids and responses in whole or in part, and then to advertise for new bids or to otherwise deal with the Property as may be in the best interest of the MBTA.

This Bid Form B survives execution of the Development Agreement.

Bid Form B

Bidder's Initials _____

The undersigned hereby declares that its bid is submitted directly to the MBTA through its Designated Representative, Massachusetts Realty Group, and involves no real estate broker's commission to be paid by the MBTA.

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts, and hereby certifies that all of the information and statements contained in all bid forms and other materials submitted to the MBTA in connection with the RFP and the leasing of the Property are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made in such bid forms and materials change, the undersigned will promptly notify Massachusetts Realty Group in writing by certified mail or hand delivery. The undersigned also understands that a misstatement, omission and/or failure to update information may be cause for the MBTA to reject the undersigned's bid and may have the effect of precluding the applicant from doing business with the MBTA in the future.

The undersigned hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the MBTA or Massachusetts Realty Group in verification of the recitals regarding the bidder's submission, or any other information submitted.

The undersigned hereby certifies that the undersigned is authorized to sign this Bid Offer on behalf of the bidder and in accordance with the **ATTACHED SIGNED AND SEALED CORPORATE AUTHORIZATION ***.

As a condition of the lease of the Property, the bidder hereby agrees to share the MBTA's commitment to Equal Employment Opportunity (EEO), and Affirmative Action (AA), and is willing to encourage the utilization of Disadvantaged Business Enterprises (DBE's). Furthermore, the undersigned agrees not to discriminate upon the basis of race, color, religion, sex, age, ancestry, sexual orientation, veteran status, disability, or national origin in the development and use of the MBTA property.

The undersigned hereby acknowledges that I/we have received and read the RFP and have acquainted myself/ourselves with matters therein referred to and understand that in making this Bid Offer, all rights to plead misunderstanding regarding the same have been waived in connection to the Bid Offer.

The undersigned states under the pain and penalties of perjury, that he/she is submitting a Bid Offer for the ground lease of Quincy Center Station, Quincy, Massachusetts and the undersigned certifies that the undersigned is authorized to sign on behalf of the bidder and that the information provided by the bidder is true and accurate to the best of my knowledge.

[Signature Page Follows]

SIGNED AND SEALED:

By: _____
SIGNATURE

PRINT SIGNER'S NAME SIGNER'S TITLE

COMPANY NAME TELEPHONE

STREET ADDRESS DATE

CITY STATE ZIP CODE

COMMONWEALTH OF MASSACHUSETTS

County of _____, _____, 2017
Date

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

Seal

Print Name: _____

My commission expires: _____

Bid Form B

Bidder's Initials _____

FORM C – Tenant's Affirmation

STATEMENT OF BENEFICIAL INTEREST

I hereby state, under the penalties of perjury, that the true names and addresses of all persons, who have or will have a direct or indirect beneficial interest in the MBTA land located at Quincy Center Station, Quincy, Massachusetts are listed below in compliance with the provisions of Section 38 of Chapter 7C (formerly Section 40J of Chapter 7) of the Massachusetts General Laws and I further state that I am in position to know the names of all those with a beneficial interest. Name, and residence and phone number of all persons* with said beneficial interest.

Name	Residence Address	Telephone Number

[Attach additional sheet if more space needed]

The undersigned also acknowledges and states that none of the above listed individuals is (1) an official elected to public office in the Commonwealth of Massachusetts or (2) an employee of the Massachusetts Bay Transportation Authority, Greystone & Co., Inc., JLL Americas, Inc. or Massachusetts Realty Group.

SIGNED under the penalties of perjury.

Print Bidder Name: _____

Authorized Signature: _____

Print Signer's Name: _____

Title: _____

Date: _____

* If "persons" are publicly traded corporations, only owners of ten percent (10%) or more of the stock of companies traded on a national exchange need to be used.

Commonwealth of Massachusetts

_____ County, ss

Date _____, 2017

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared, _____ proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

Seal

Print Name _____

My Commission Expires: _____

Bid

Bid Form C

Bidder's Initials _____

I hereby certify, under penalties of perjury, that:

A. Non Collusion Statement

This bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

B. Revenue Enforcement Certificate

Pursuant to M.G.L. Ch. 62C, Sec. 49A, that I (my company), to the best of my knowledge and belief, have (has) filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

C. Employer's Certificate of Compliance with Massachusetts Employment and Training Law

Pursuant to G. L. C. 151A, Sec. 19A(b), _____
(Name of Employer)
has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions¹.

¹ The employer may certify its compliance if it has entered into and is complying with a repayment agreement satisfactory to the Commissioner or there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G. L. C. 151A, Sec. 19A(c).

Print Bidder Name: _____

Authorized Signature: _____

Print Signer's Name: _____

Title: _____ **Date:** _____

Commonwealth of Massachusetts

_____ County, ss _____, 2017
Date

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared, _____
_____ proved to me through satisfactory evidence of identification, which
was _____ to be the person whose name is signed on the preceding or attached document,
and acknowledged to me that s/he signed it voluntarily and swore or affirmed to me that the contents of the document are truthful
and accurate to the best of his/her knowledge and belief.

Notary Public

Seal

Print Name _____

My Commission Expires: _____

Bid

Bid Form C

Bidder's Initials _____

FORM D – Bank / Financial References

1. All bidders must provide 2 bank or other financial institution references.

Name of Bank or Financial Institution _____

Address _____

City/Town _____ State _____ Zip Code _____

Contact Person _____ Telephone # _____

Name on the Account _____

Account # _____

Name of Bank or Financial Institution _____

Address _____

City/Town _____ State _____ Zip Code _____

Contact Person _____ Telephone # _____

Name on the Account _____

Account # _____

2. Corporate or other entity bidders must include a Certificate of Good Standing from the Massachusetts Secretary of State's Office and Certificate of Legal Existence as part of the bid submission.

3. All bidders must provide a financial reference used for a project of similar size, scope and complexity as the project proposed in response to this RFP.

Bid Form D

Bidder's Initials _____

To Whom It May Concern:

I, _____ the undersigned, hereby authorize release, to the Massachusetts Bay Transportation Authority and Massachusetts Realty Group of any and all credit and bank account information concerning the individual, business or organization listed below.

I understand that this information is to be used solely for the purpose of evaluating my suitability to establish and operate a business at the MBTA location detailed in this bid package.

SIGNATURE OF APPLICANT

PRINTED NAME OF APPLICANT

TITLE OF APPLICANT

PRINT COMPANY NAME

BY: _____

PRINT NAME: _____

TITLE: _____

FORM E – Conflict of Interest Certification

The undersigned hereby certifies that the bidder (i) shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A, and (ii) has no real or perceived conflict of interest in relation to the lease of the property described in a certain “Request for Proposals, Lease of Ground and Air Rights, Quincy Center Station, 1300 Hancock Street, Quincy, MA” dated August 18, 2017.

BIDDER'S NAME:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

Bid Form E

Bidder's Initials_____

FORM F – Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

The Bidder shall meet any applicable requirements of 49 C.F.R. Part 29, as updated on November 26, 2003. 49 C.F.R. Part 29 implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all contracts and subcontracts at any level expected to equal or exceed \$25,000. This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. As such, the Bidder is required to verify that none of its principals (defined at 49 C.F.R. 29.995), affiliates (defined at 49 CFR 29.905) or subcontractors it proposes to contract with to perform the work that is the subject of this solicitation are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945. Bidders can do this by (a) checking the Excluded Parties List System, (b) collecting a certification, or (c) adding a clause or condition to the relevant contract or subcontract.

By signing this form, the Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **MBTA**. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to the **MBTA**, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its transactions.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____ Bidder

_____ Signature and Title of Authorized Official

Bid Form F

Bidder's Initials _____

FORM F1 – 7.1 49 CFR Part 29 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters — Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ' Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction,' provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of

Bid Form F1 – 7.1 49 CFR Part 29

Bidder's Initials_____

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

FORM F2 – 7.2 49 CFR Part 29 .- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

Bid Form F2 – 7.2 49 CFR Part 29

Bidder's Initials _____

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

FORM G – Certification Regarding Lobbying

Under the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601 et seq.), Bidders who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR parts 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

I, _____ hereby certify on behalf
of _____ (Name and Title)
_____ (Bidder)

that to the best of my knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails

Bid Form G

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to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Bid Form G

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FORM H– Addendum Acknowledgement

Bidder acknowledges receipt of the following addenda to a certain “Request for Proposals, Lease of Ground and Air Rights, Quincy Center Station, 1300 Hancock Street, Quincy, MA.”

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Bid Form H

Bidder's Initials _____

X.APPENDICES

APPENDIX A: Code Red Analysis

1. Code Overview

The following information documents a preliminary code analysis associated with the project. Specifically, this analysis:

- Identifies the applicable codes and Authorities Having Jurisdiction;
- Analyzes the nature of the development as it relates to building siting and connectivity;
- Defines key code requirements including NFPA 130 code-related impacts to the existing Quincy Center Station;
- Identifies similar projects or buildings that may serve as precedents;
- Provides guidance for future design development.

The code analysis is preliminary and is included for informational and planning purposes only. This analysis is not intended to limit, restrict, or constrain the developer's code approach on the project, however all codes, requirements, and improvements identified herein must be met.

2. Applicable Codes

The codes listed below represent the anticipated applicable codes for the project. These codes are subject to change and are required to be confirmed as part of the project design.

The applicable codes include those enforced by local and state authorities only. Any unique MBTA or insurance carrier requirements beyond those listed in the table below, which may exceed the provisions of the applicable codes listed, must also be met.

Building Code	780 CMR – Massachusetts State Building Code 9 th Edition, which is an amended version of the 2015 International Building Code (IBC). 780 CMR 34.00 references the Massachusetts Existing Building Code (MEBC), which is an amended version of the 2015 International Existing Building Code (IEBC).
Transit and Rail	2014 Edition of NFPA 130, Standard for Fixed Guideway Transit and Passenger Rail Systems, as referenced by 780 CMR Section 101.4.13 Transit Noise and Vibration Impact Assessment – FTV-VA-90-1003-06 May 2006 or most recent version.*
Fire Code	527 CMR - Massachusetts Comprehensive Fire Safety Code, which is an amended version of the 2012 Edition of NFPA 1.
Plumbing Code	248 CMR 10.00 - Uniform State Plumbing Code.

Electrical Code	527 CMR 12.00 – Massachusetts Electrical Code, which is an amended version of the 2017 Edition of NFPA 70, National Electrical Code.
Mechanical Code	2015 Edition of the International Mechanical Code (IMC) as amended by 780 CMR 28.00.
Energy Code	2015 Edition of the International Energy Conservation Code (IECC) as amended by 780 CMR 13.00. 780 CMR 110.AA Stretch Energy Code as adopted by City of Quincy.
Elevator Code	524 CMR - Massachusetts Board of Elevator Regulations, which is an amended version of the 2004 Edition of ANSI A17.1, Safety Code for Elevators and Escalators.
Accessibility Regulations	521 CMR - Architectural Access Board (AAB) Rules and Regulations 2010 ADA Standards for Accessible Design 2006 ADA Standards for Transportation Facilities MBTA Guide to Access – Guidelines for Designing Barrier-Free Transportation Facilities.* Boston Center for Independent Living vs. MBTA Settlement Agreement.*

NFPA 130 is applicable to all fixed guideway and transit rails systems and serves as the primary design standard for Quincy Center Station. Relative to the station design, where conflicts exist between 780 CMR and NFPA 130, the provisions of NFPA 130 apply. Any NFPA 130 references to NFPA 101 or NFPA 220 shall mean reference to 780 CMR. Where the requirements of NFPA 130 do not address a specific feature of fire protection or life safety, the provisions of 780 CMR shall apply.

3. Authorities Having Jurisdiction

The Authorities Having Jurisdiction (AHJ) on the project consist of the following:

- The Quincy Center Red Line & Commuter Rail station is a state-owned property and is subject to the jurisdiction of the Commonwealth of Massachusetts Division of Professional Licensure (DPL). This includes the Office of Public Safety and Inspections, Board of State Examiners of Plumbers and Gas Fitters, and Board of State Examiners of Electricians;
- The remainder of the project constructed as part of the development is subject to the

- jurisdiction of the City of Quincy.
- Areas of the project which overlap are required to be identified and assigned to either DPL or the City of Quincy Inspectional Services Department (ISD) as the AHJ, and agreed upon through a Memorandum of Understanding (MOU) between the parties.

4. Use & Occupancy Classifications

The project is expected to include the following occupancies:

Occupancy Groups	
Description	780 CMR Classification
Station Concourse/Platform; Conference Rooms, Lounges, and other Assembly Spaces with > 49 People	Group A-3
Station Employee Areas; Offices; Conference Rooms, Lounges, and other Assembly Spaces with < 49 People	Group B
Retail	Group M
Residential Units	Group R
Parking Garage, Building Service Areas	Group S-2

5. Building Construction

The project is anticipated to include several different structures, which may or may not be interconnected at certain floor levels. Two or more buildings on the same lot are required to be regulated as separate buildings or as portions of one building, where the height, number of stories, and aggregate building area are within the limitations of 780 CMR Sections 504 and 506 (780 CMR 503.1.2).

The classification of these different components as one building or multiple buildings will impact the overall code compliance approach for the project. The following approaches should be considered for the project design:

5.1 Single Building Approach

- The same construction type throughout based on aggregate building height and area in accordance with 780 CMR Sections 504 and 506;
- No exterior wall ratings or limitations on exterior wall openings between structures on the lot;
- Shared fire protection systems between all structures based on the most restrictive use and occupancy;

- The entire building is required to meet the high-rise requirements of 780 CMR Section 403 if any structure exceeds 70 feet in height (780 CMR 202).

5.2 Multiple Buildings Approach

- The different buildings are permitted to be different construction types based on their respective heights and areas evaluated separately in accordance with 780 CMR 504 and 506;
- Separate fire protection systems determined in accordance 780 CMR Chapter 9 for each building;
- Exterior wall ratings and openings between buildings required to be evaluated in accordance with 780 CMR Sections 602 and 704.8 based on fire separation distance;
- Any interconnection between buildings must be separated by fire walls in accordance with 780 CMR Section 706;
- The high-rise requirements of 780 CMR Section 403 apply only to those buildings that have a height exceeding 70 feet (780 CMR 202).

5.3 Podium Approach

The project may also be designed using the horizontal building separation allowances (i.e. podium concept) in accordance with 780 CMR Section 510.2. This approach allows a 3-hour horizontal separation to be established to create separate and distinct buildings above and below the fire rated assembly. The podium approach may be advantageous should the structures be interconnected on the lower levels only with separate buildings above. This approach requires the following:

- The buildings are separated with a 3-hour horizontal assembly;
- The building below the horizontal assembly is of Type IA construction;
- Any openings such as shafts, stairways, and escalators through the horizontal assembly are required to have not less than a 2-hour rating;
- The building or building above the horizontal assembly are permitted to have multiple Group A occupancy uses, each with an occupant load of less than 300, or Group B, M, R, or S occupancies;
- The building below the horizontal assembly is required to be fully sprinkler protected and may contain any uses except Group H;
- The maximum building height must not exceed the limits set forth in 780 CMR Section 504.3 based on the height of the building located above the horizontal assembly.

6. Building Siting

Fire department access roads are required to be provided such that any portion of an exterior wall of the first story of the building is located not more than 250 feet from fire department access roads as measured by an approved route around the exterior of the building (527 CMR 18.2.3.2.2). The design of the access roads must comply with the following:

- Have an unobstructed width of not less than 20 feet and vertical clearance of 13 feet 6 inches (527 CMR 18.2.3.4.1).
- Have a minimum inside turning radius of at least 25 feet unless otherwise required by the fire official (527 CMR 18.2.3.4.3.1)
- Have a gradient that does not exceed 10% (527 CMR 18.2.3.4.6.1).
- Dead-ends in excess of 150 feet in length must be provided with approved provisions for the fire apparatus to turn around.
- Must be capable of supporting the imposed loads of fire apparatus and provided with an all-weather driving surface (527 CMR 18.2.2.1.1.1).

7. Impact on Existing Station

Consideration must also be given to the project's impact on the existing station. The proposed new development is planned to be constructed above the existing Quincy Center Station which currently houses both Red Line and Commuter Rail platforms. The existing station is composed of Type IIB construction, is equipped with a fire alarm and detection system, and is not sprinkler protected. The means of egress from both platforms are not in compliance with NFPA 130. The station is provided with an accessible entrance and accessible route to the platforms, however is not fully accessible in accordance with 521 CMR.

This project will require the developer to upgrade the station, at their sole cost and expense, to comply with the applicable code requirements, including the provisions of NFPA 130 and 521 CMR. The sections below address existing non-compliant areas of the station that will be required to be upgraded as a result of the proposed project. This is not intended to be an all-inclusive list and will be the responsibility of the developer to identify all areas of non-compliance within the existing station. Any work to the station is required to be documented as part of an Investigation and Evaluation Report that describes the evaluation of the existing station in accordance with 780 CMR Chapter 34, and the code compliance approach associated with the new work (MEBC 104.2.2.1).

7.1 Building Classification

NFPA 130 is intended to address stations utilized by passengers who normally stay in a station structure for a period of time no longer than necessary to wait for and enter a departing train or to exit the station after arriving on an incoming train. Where a station is integrated into a building used for non-system occupancies such as this project, special considerations beyond NFPA 130 are necessary (NFPA 130, 5.1.3.2).

On past air-rights projects, a 3-hour fire rated separation has been traditionally established between transit and non-transit components to address complexities not contemplated by the applicable codes. Depending on the integration of the station into the adjacent buildings, the station construction type may also be required to be upgraded to match the construction type of the air-rights structures. The integration of the station with the air-rights buildings will require negotiations and approval from the Department of Public Safety and the City of Quincy ISD and memorialized through a Memorandum of Understanding (MOU) between

the parties.

7.2 Means of Egress

As part of the project, the means of egress serving the Red Line Platform, Commuter Rail Platform, and the station lobby are required to meet the new construction requirements of NFPA 130 Section 5.3, including but not limited to the following:

- Sufficient egress capacity and arrangement are required to be provided to evacuate the platform occupant loads from the station platforms in 4 minutes or less, and to evacuate the occupant load to a point of safety in 6 minutes or less (NFPA 130, 5.3.3.1 & 5.3.3.2).
- The maximum travel distance on the platforms to a point at which a means of egress route leaves the platform is not permitted to exceed 325 feet (NFPA 130, 5.3.3.5).
- The common path of travel from the occupiable ends of the platforms are not permitted to exceed 82 feet or one car length, whichever is greater (NFPA 130, 5.3.3.6).
- The determination of the design occupant load to be evacuated as part of the timed egress analyses is required to be in accordance with the requirements of NFPA 130 Section 5.3.2, and also take into account the following:
 - Where the station shares egress components with the buildings above or adjacent to it, the egress analysis is required to account for the impact of egress convergence with this additional occupant load;
 - 30-year future growth of station ridership associated with the new development.

To meet the egress requirements listed above, it is minimally expected that the following major modifications will be required:

- Red Line Platform: Addition of at least one other means of egress at the far end of the platform. Given the occupant loads, it is likely that a third or fourth exit may also be required in the middle of the platform. The size (egress widths) of these exits will be based on the occupant load determined in accordance with the above guidelines.
- Commuter Rail Platform: Adjustment of either (1) exit locations, or (2) occupiable platform area to meet the 82-foot common path of travel requirement. Additionally, either (1) at least one new exit is required to be provided, or (2) the existing exits are required to be widened to provide more capacity to meet the 4 and 6-minute tests. The size (egress widths) of these exits will be based on the occupant load determined in accordance with the above guidelines.

The means of egress is required to be equipped with exit signage and emergency lighting in accordance with 780 CMR and NFPA 130.

During the course of the project, the means of egress from the station will be maintained at all times unless otherwise approved by the MBTA and Authorities Having Jurisdiction.

7.3 Emergency Ventilation

As part of the project, emergency ventilation in accordance with NFPA 130 Chapter 7 is required to be provided for the station (NFPA 130, 5.4.7). The ventilation system may be mechanical or non-mechanical, and must incorporate the impact of the air-right structures above. The emergency ventilation system design must be validated through the use of an engineering analysis (NFPA 130, 7.1.3).

7.4 Fire Protection Systems

The station is required to be sprinkler protected in accordance with NFPA 130 Section 5.4.4.1 and be linked-up with the MBTA's Operations Control Center (OCC)* as a result of this project. Sprinkler protection is required in areas of the station used for concessions, in storage areas, in trash rooms, and other similar areas with combustible loadings, except the trainway which will be protected in accordance with NFPA 130 Chapter 6. Additionally, the integration of the air-rights structure into the station may necessitate that the station be fully sprinkler protected in accordance with NFPA 13 based on project complexities as identified in Section 7.1.

The station is also required to be provided with a new fire alarm and detection system as a result of the project. The system will include a fire command center, protective signaling systems, and emergency communication in accordance with NFPA 130 Sections 5.4.1 – 5.4.3.

7.5 Emergency Power

An emergency power source is required to be provided for the station, and is required to serve the following systems (NFPA 130, 5.4.8):

- Fire alarm and detection system (NFPA 130, 5.4.8.5)
- Exit signage (780 CMR 2702.2.5)
- Egress lighting (NFPA 130, 5.4.8.5; 780 CMR 1008.3)
- Emergency ventilation system (NFPA 130, 7.8.1)
- Elevators providing required egress capacity (NFPA 130, 5.4.8.5).

The emergency power source can consist of an emergency generator, battery backup, or a combination thereof.

7.6 Accessibility

The station is required to be made fully accessible in accordance with 521 CMR as a result of this project. As part of the garage demolition project previously completed, a variance was granted by the Massachusetts Architectural Access Board to allow for relief on the following

items:

- Relief for the size of the tactile warning panels along the edge of platforms.
- The existing panels are 23.5" wide (24" required).
- Relief from cross slopes in excess of 2% on the platform.

All other portions of the existing building will be required to comply with 521 CMR and other Accessibility regulations as outlined in Section 2 of this memorandum as part of the project.

***As required by the MBTA.**

APPENDIX B – Quincy Center Intermodal Station Bus Terminal Requirements

This document describes the basic functional and space requirements for the Quincy Center Bus Terminal. These are in addition to other requirements for the development as a whole that are detailed elsewhere in the RFP.

The requirements incorporated herein were developed in consultation with MBTA Operations, MBTA Service Planning, and the City of Quincy. The goal of that process was to develop these requirements such that they will guide potential developers toward a proposed bus terminal design that will meet the essential needs for MBTA bus operations. Respondents are required to adhere to all elements listed below as “Required” and are encouraged to incorporate those listed as “Preferred.” Requirements are grouped into the following categories:

- Bus Berths
- Bus Access/Egress and Circulation
- Pedestrian Access/Egress and Circulation
- Interior Areas
- Systems
- Other Elements
- General Design
- Service Life

These requirements should be used to determine the space requirements for the various elements to be included in the Bus Terminal, as well as the necessary physical relationship between related elements. In addition to meeting the essential needs for bus operations, respondents are encouraged to consider designs for the bus terminal that contribute to the creation of an attractive environment for all users of the station. Pedestrian safety and comfort are key. The facility should be bright, open and transparent, and include pedestrian safety, anti-crime/anti-vandalism/anti-loitering design features, bright lighting and natural light whenever possible.

Bus Berths

Required:

- Space shall be provided in the facility for a minimum of eight (8) buses, as follows:
 - Eight (8) berths for 40 ft. MBTA transit buses for the purpose of loading and unloading passengers.
 - A ninth berth shall be provided if there is no entrance and exit from Hancock Street.
 - All berths shall be aligned along straight sections of curb (i.e. sawtooth-style berths are not allowed)
- A weather-protected waiting and seating area shall be provided at each passenger loading berth.
- At least 250 square feet of space shall be provided for waiting passengers at each passenger loading berth. Seating shall be provided at each berth for at least five (5) passengers.
- A minimum of six (6) feet of wall space shall be provided near the passenger entrance for the installation of map and schedule displays.

Preferred:

- All bus berths and passenger waiting areas should be covered and protected from the elements

Bus Access/Egress and Circulation

Required:

- Bus berths, entrances/exits, and circulation routes shall be configured to minimize bus travel times while providing the shortest possible pedestrian connection between buses and the Red Line. For the current and proposed terminal configuration, respondents shall determine and present the change in pedestrian walking distances from the Red Line fare gates to the farthest bus berth, and the changes in bus travel times to/from the bus berths from/to each of the following approach corridors to Quincy Center:
 - Adams Street
 - Hancock Street (north)
 - Hancock Street (south)
 - Coddington Street
 - Washington Street
- The developer must provide evidence at a minimum that the proposed bus terminal will not adversely impact MBTA bus travel, commute times, or overall commuter experience, or adversely impact the safety of the MBTA bus riders or employees.
- Bus entrance(s) and exit(s) shall be provided to/from either Hancock Street, Dimmock Street, or Burgin Parkway. There may be multiple entrances and/or exits.
- Efficient bus circulation routes shall be provided within the terminal allowing a bus to:
 - access any berth from any entrance
 - access any berth or layover space from any other berth or layover space
 - access any exit from any berth
- All bus movements within the terminal shall be possible without the need for buses to back up.
- Berths shall allow buses to pull into the berth, pull parallel to the curb (both sets of wheels within 12 in.), and exit without backing up, even if adjacent berths are occupied.
- A 40 ft. transit coach shall be used as the design vehicle.
- Minimum vertical clearance over all berths and bus roadways in the facility shall be 20 ft.
- Bus entrances/exits on Dimmock Street or Burgin Parkway shall be separate from all other vehicle entrances/exits in the development
- A bus entrance/exit on Hancock Street may be shared with non-MBTA vehicles if precluding such sharing would prohibit the inclusion of a Hancock Street entrance/exit.
- Non-MBTA vehicles shall not be permitted in the bus terminal.

Pedestrian Access/Egress and Circulation

Required:

- A direct, convenient, safe, accessible, covered pedestrian connection via an efficient path of travel shall be provided between Red Line fare gates and all bus facility passenger loading berths, and between the commuter rail platform and all bus facility passenger loading berths.
- Convenient, safe, and accessible pedestrian connections via an efficient path of travel shall be provided to and from both Hancock Street and Burgin Parkway

- Any pedestrian routes across the roadways leading into and out of the bus terminal shall be controlled using a limited number of marked crosswalks which will reduce pedestrian conflicts with bus movements.
- Paths of travel shall be a minimum of 8 ft. wide (10 ft. preferred). Crosswalks shall be a minimum of 10 ft. wide
- Federal Transit Administration (FTA) guidelines for ADA accessibility shall be followed. The MBTA requires a coincident path of travel for all users.

Interior Areas

Non-Public MBTA Areas (see Building Program for space requirements)

Required:

- A centrally-located enclosed climate-controlled area shall be provided for non-public MBTA functions including:
 - Inspector's booth with direct view of buses in the busway and direct access to all buses
 - Storage closet.
 - Operator's breakroom, with running water.
 - Two single-person employee restrooms.
- A locked doorway shall be provided to restrict access to the above non-public areas.
- Heat must keep the interior space warm on the coldest days in spite of frequent door opening/closing.
- Air conditioning must keep the interior space cool on the warmest days in spite of frequent door opening/closing and in spite of solar impacts on glass.
- Thermostats that control the Operator Room and the Inspector's Booth shall be controllable independently by MBTA staff.

Preferred:

- The inspector's booth should be as close as possible to the front bus in the busway

Building Program

Required:

- An interior climate controlled space following the program outlined in Table 1 shall be provided.

Table 1 – Quincy Center Bus Operations Interior Space Needs

Quincy Center Bus Operations Interior Space	Estimated Space (ft²)
Storage closet	100
Inspector's booth	56
Employee break room	720
Employee restrooms (2)	200
NET	1318 ft²

Systems

Required:

- The following systems shall be provided:
 - Public address system (audio and visual messaging) throughout the station
 - Video surveillance system throughout the station
 - Wireless LAN for communication with all buses inside the terminal
 - Hardwired communications for at least four ticket vending machines
 - Fiber communications and electrical conduits for public information displays at all berths and interior waiting areas
 - Electrical outlets and conduits for data communications in the Inspector's Booth
 - Message boards indicating bus departures including route number, destination, berth and departure time

Other Elements

Required:

- An area inside the bus circulation area adjacent to the bus berths shall be provided for one small MBTA maintenance truck.
- Bicycle racks for customers shall be provided near the terminal pedestrian entrance(s).

General Design

Required:

- An open feel and good sightlines shall be maintained throughout the terminal.
- Bright lighting shall be provided in all interior spaces and areas covered by overbuild structures.
- "CPTED" (Crime Prevention Through Engineering Design) shall be considered in designing the terminal.
- Materials used shall adhere to the following recommendations to the extent possible:
 - Concrete surfaces on all roadways used by buses shall be MBTA busway mix/design.
 - High quality concrete pads and curbing shall be provided at bus berths
 - Floors shall be treated with an epoxy "no slip" grip
 - Anti-graffiti paint or wax shall be applied to most surfaces
 - All surfaces shall be able to withstand pressure washing

- Separators shall be installed on benches and shall be designed for easy replacement
- Transparency shall be maintained in passenger areas/shelters with glass or other see-through materials
- Bathroom fixtures shall be durable stainless-steel

Preferred:

- The design of the terminal should maximize the use of natural lighting.

Service Life

Required:

- The bus terminal shall be designed for a service life of 40 years without major maintenance required.

APPENDIX C - Massachusetts General Laws, Chapter 40, Sec. 54A

§ 54A. Structures on Abandoned Railroad Rights-of-Way.

If a city or town or any other person purchases any lands formerly used as a railroad right-of-way or any property appurtenant thereto formerly used by any railroad company in the commonwealth, no permit to build a structure of any kind on land so purchased shall be issued by any city or town in the commonwealth without first obtaining, after public hearing, the consent in writing to the issuance of such permit from the secretary of the executive office of transportation and construction. If said secretary does not consent to the issuance of such permit, the owner of the land may recover from the commonwealth such damages as would be awarded under the provisions of chapter seventy-nine.

Notwithstanding the provisions of the second sentence of the foregoing paragraph, there shall be no recovery from the commonwealth in damages under said sentence by an owner of such land purchased after January first, nineteen hundred and seventy-six. (1973, 963; 1975, 859, § 18A.)

Editorial Note-

The 1975 amendment added the second paragraph, relative to termination of recovery of certain damages on 1 January 1976.

APPENDIX D – Quincy Center RFI Question Responses

This Appendix D to the MBTA's RFP for Quincy Center Station, Project # 15690 addresses questions from the Question and Answer Conference Call on July 13, 2017 and questions submitted in writing. This Appendix D is hereby incorporated into the above referenced RFP.

Potential respondents are reminded that only written responses and addenda should be considered definitive responses to questions about this RFI. Verbal responses to questions, including responses provided at the Question and Answer Conference Call, should not be regarded as official or definitive.

1. What was the thought process behind demolishing only levels 3-5 of the current garage?
The MBTA also intended to partially demolish level 2, leaving only that portion of level 2 over the Red Line, the unpaid lobby and vendor spaces as well as the back of house spaces under the ramp from Hancock Street. However, the City and its engineering consultant asked the MBTA to leave the entirety of level 2. The City felt that demolishing only levels 3-5 would be more attractive to the development community.
2. Were there any studies done that influenced the decision to only demolish levels 3-5 of the current garage?
No.
3. What structural capacity will be left on the remaining decks?
It will be the responsibility of the Selected Bidder to determine the structural capacity of the remaining decks.
4. Could as-built drawings of the garage be provided?
As-built drawings have been attached as an Addendum to the RFP.
5. Are there structural drawings that show what this garage is sitting on?
Full structural drawings of the garage are unavailable. However, the design standards for the second level infill roof and entrance canopy, as well as Soil Borings have been attached as Addenda to the RFP.
6. In the drawings by AeroStreet, all of them included a court house. How does this factor into what the MBTA wants to see at the site?

The court house drawings were part of a previous proposal that the City of Quincy was pursuing. The MBTA has no preference as to what type of use goes on the site and is looking for the development community to provide suggested uses in their RFP responses.

7. Is there a survey drawing available for the site?

No.

8. Does the MBTA have a parking replacement requirement for this site?

No.

9. Are there other expectations for a private developer to provide some type of public parking?

No. The MBTA reserves the right to require replacement MBTA parking only.

10. Could the MBTA provide ridership data for the site?

No.

11. Will the MBTA be simultaneously doing improvements to the Station during this bid process?

The MBTA has no current plans to implement any improvements to Quincy Center Station other than the partial demolition of the MBTA parking garage. However, the MBTA reserves the right to make such improvements as are necessary for the safety and convenience of MBTA transportation infrastructure and operations.

12. Is there any thought of putting the bus terminal off-site during construction of the project or should the development be planned with bus services remaining on-site during construction?

Keeping the current bus terminal and bus services on-site and operational during the construction of any development will be a requirement in a potential RFP.

13. Are there any known environmental issues that need to be taken into account on this site?

It will be the responsibility of the Successful Bidder to complete any environmental due diligence as provided in the potential RFP.

14. What is the existing zoning at the site? What is allowable?

The existing zoning at the site is Quincy Center Zoning District-10 (QCZD-10). Please refer to the City of Quincy Zoning Ordinances which can be accessed via the link below:

<https://quincyma.gov/govt/depts/inspect/zoning/default.htm>

15. What is the FAR at the site?

Please refer to the City of Quincy Zoning Ordinances which can be accessed via the link below:

<https://quincyma.gov/govt/depts/inspect/zoning/default.htm>

16. Is the MBTA looking for firm background of just the developer or are there backgrounds of other team members that should be included as well?

The MBTA is interested in the background of the developer as well as the background of the developer's team. These may be included in the RFP Response.

17. How will the MBTA be communicating with interested parties during the bid process?

All communications will be posted on www.mbtarealty.com. Please register on the website to receive any notifications of any project updates.

18. Is there a typical payment structure for a 99-year lease that the MBTA prefers?

The MBTA Financial Management and Control Board prefers payments over the term of the lease. If there is a certain lease structure that would make this project more feasible, please make note of it in your RFP Response.

19. Could the MBTA clarify the relationship, if any, between participation in the Request for Information and participation in a potential Request for Proposals?

Interested parties who do not submit a response to the RFI will not be excluded from submitting a response to the RFP. However, the MBTA strongly encourages interested parties submit to RFI Responses so that a potential RFP reflects market feedback and constraints.

20. Are the RFI responses public record?

Responses to this RFI may be a public record.

21. Will the demolition of the garage take 18 months to complete?

Demolition of levels 3-5 of the garage is scheduled to be complete by February 2019.

22. When will the Successful Bidder take control of the site?

The Designated Developer will not take control of the site until the demolition of levels 3-5 of the garage is complete. It is the MBTA's hope that the Designated Developer permitting efforts will be completed in concurrence with the partial demolition of the garage.

23. The demolition was planned to start in July, has it begun?

Notice to Proceed was given for the project on June 30, 2017. The demolition is scheduled to be completed by February of 2019.

24. Can a copy of the Easement Agreement between the MBTA and 1191-1125 Hancock Street be included as an Addendum?

A copy of the Easement Agreement between the MBTA and City of Quincy has been attached to the RFP as an Addendum.

25. Is there a plan in CAD or any other format of the MBTA's property?

Please refer to the as-built drawings that have been attached as an Addendum to the RFP.

26. Is there anything that describes the operations of the Bus Terminal? A traffic flow plan? A site plan specific to the Bus Terminal? Something else that would assist in understanding how that facility operates?

Please refer to the interactive bus route map entitled "Existing Bus Routes" under "VIII. Other Information" in the RFP.

27. What information is available about the existing retail leases? Can those retail spaces be included within the overall redevelopment scheme? If so, what are the tenant's rights regarding buyouts, termination, etc.?

The MBTA has two existing retail leases at Quincy Center Station with Quincy T Foodstore, Inc. and MBTA Employees Credit Union. The leases are attached as an Addendum to the RFP. It will be potential bidders' responsibility to review the terms of the leases.

APPENDIX E: Site Tour Attendee List

This Appendix E to the MBTA's RFP for Quincy Center Station, Project # 15690 is the Quincy Center Site Tour Attendees List for the Site Tour which was held on July 19, 2017.

Attendee List:

Adam Fischer – Jumbo Capital
Chelsea Christenson – Nitsch Engineering
Karmen Cheung – Pennrose Properties
Bob Maloney – AW Perry
Sandra Clarey – McMahon Associates
Sara Coyle – Kleinfelder
Nick Ardente – Redgate
Robert King – AW Perry
Scott Bamford – Haley Aldrich
Doug Arsham – National Development
Kyle Sullivan – Asian Community Development Corporation
Debbie Chen – Asian Community Development Corporation
Chet Clem – FoxRock
Tommy Chase – Davis Companies
Bryan Giudicelli – FoxRock
Karlis Skulte – Civic & Environmental Consultants
Josh Kleinman – FoxRock
DJ Mackinnon – Atlantic Development
Richard Houghton – Halvorson
Michael Boujoulian – Alliance
AJ Alevizos – Alliance
Joe Pasquale – New England Development
Al Raine – AECOM
Bob Walsh – Protean Ventures
Sandi Silk – Jefferson Apartment Group
Chris Hill – CBT Architects
Mark Barer – Twining Properties

APPENDIX F: RFI Submissions

Below is a list of the respondents to the Quincy Center Station Request for Information which was due on July 31, 2017.

Respondents List

Alliance Residential Company

Asian Community Development Corporation/Pennrose

AW Perry

The Bozzuto Group/Atlantic Development

Jefferson Apartment Group

FoxRock

Twining Properties

APPENDIX G: Model License of Entry

A Model License of Entry will be released as an Addendum to the RFP before the Bid Due Date.

APPENDIX H: Property Plan

