



Symmes Arlington Conservation and Improvement Project



The Arlington Redevelopment Board
Town of Arlington, Massachusetts

October 20, 2003

Request For Proposals

Symmes Arlington Conservation and Improvement Project



Request for Proposals

The Arlington Redevelopment Board
730 Massachusetts Avenue
Arlington, Massachusetts 02476

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Arlington Redevelopment Board
Town Hall Arlington, Massachusetts 02476 • Telephone 781.316.3090

Request For Proposals

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Attachments

- Form A: Proposal to the Arlington Redevelopment Board
- Form B: Certification of Tax Compliance
- Form C: Summary of Proposed Development Program
- Form D: Guarantee
- CD Rom: Additional Information



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Symmes Arlington Conservation and Improvement Project Request for Proposals October 20, 2003

1.0 INTRODUCTION

This Request for Proposals (RFP) for the Symmes Arlington Conservation and Improvement Project (the Project) has been issued to four development teams (Teams) whose submissions in response to the Request for Qualifications (RFQ) qualified them for the RFP stage. The RFP provides additional information about the site being offered for sale or lease (the Site) and the Project, identifies the goals and objectives established for the Project, sets forth the requirements for the proposals to be submitted in response to the RFP (Proposals), describes the selection criteria that have been established by the Arlington Redevelopment Board (ARB), and summarizes the process for developer selection. A draft of the proposed Land Disposition Agreement (LDA) is included, and the process to be followed after developer selection is described.

Teams are advised to carefully read all sections of the RFQ and the RFP. The RFQ has been incorporated into this RFP by reference, and the descriptive material in the RFQ remains relevant to all Proposals.

1.1 Deadline for Proposals and Pre-Proposal Activities

Proposals must be submitted by **4:00 PM on Wednesday, December 10, 2003**. One (1) signed original and eleven (11) copies shall be submitted in accordance with the Submittal Requirements set forth in section 5 of this RFP.

An optional tour of the Site for all interested Teams has been scheduled for **Thursday, October 30, 2003**. There will be a mandatory meeting with the ARB on **Monday, October 20, 2003** in Arlington Town Hall. See sections 4.2 and 4.3 of this RFP for additional details.

1.2 Site Description

a) Background: The Town of Arlington (the Town) passed a debt exclusion vote to raise the funds necessary to purchase the Site, home of the former Symmes Hospital, in March, 2001. The Town Meeting then formed the broadly representative Symmes Advisory Committee (SAC) to assist with redevelopment plans and to ensure that the plans were consistent with community goals and desires. On January 7, 2002, the ARB adopted the Symmes Arlington Conservation and Improvement Project (the Plan) as an urban renewal project in accordance with the procedures and requirements of Mass. Gen. L. c. 121B. The Plan was subsequently approved by the Town



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Meeting and by the Commonwealth's Department of Housing and Community Development (DHCD). The ARB acquired the Site in April, 2002. The Site is being offered for redevelopment in accordance with the Plan.

b) General Site Description: The Site enjoys a prominent and spectacular location in the Town of Arlington. Slightly more than one half (approximately 55%, generally at the top) is comprised of plateau. The remainder consists of slope and ledge. On-grade parking for the existing hospital building is located on the east side of the building in two large lots containing approximately 300 marked parking spaces. Additional parking is provided in two lots adjacent to the former nurse's residence.

The main hospital building was constructed in four phases over a 75-year period and now contains approximately 170,000 gross square feet in four distinct wings that are connected at a center core. The nurse's residence building, with approximately 26,000 gross square feet, is located down the hill from the main building and was originally constructed in the early 1900s.

2.0 PROJECT DESCRIPTION

The ARB anticipates that the transaction with the successful Team (Selected Developer) will be structured as a sale of the Site, subject to conditions on redevelopment as set forth in a Land Disposition Agreement, a draft of which is included on the CD-ROM provided as a part of this RFP. The ARB will also consider a long-term lease of the Site.

It is anticipated that the entire Site will be disposed of, either by long term lease or sale, as a result of this RFP process; however, the ARB will consider retaining portions of the Site that are to remain undeveloped.

Redevelopment of the Site must comply with all requirements of federal, state and local law, including, without limitation, the provisions of the Massachusetts Environmental Policy Act (MEPA) and the requirements of any affordable housing obligations for residential uses required in the Town. Teams are advised that it is anticipated that the redevelopment will trigger at least minimal MEPA thresholds. Teams are also advised that the redevelopment will require the issuance of a Special Permit issued by the ARB under the Environmental Design Review process (Section 11.06) of the Zoning Bylaw. The cost of obtaining all permits, licenses and other approvals is to be borne by the selected Team.

2.1 Project Objectives

The Site is of sufficient size and strategic location that its redevelopment ought to create something truly significant for the citizens of Arlington. The ARB seeks a



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development concept and proposal which will take full advantage of this opportunity, and in so doing make a significant contribution to the Town in addition to simply adding residential units or open space to the area. The redevelopment must change the Town of Arlington for the better.

With that overall perspective, there are three distinct, but interrelated, sets of goals for the redevelopment of the Site:

1. The Town has identified a series of broad development goals for the Site which are set forth in the "Official Policy Statement," issued by the Board of Selectmen, that lists reasons that the Town should support the acquisition and redevelopment of the Site.
2. The Symmes Arlington Conservation and Improvement Project (The Plan) contains specific objectives to be accomplished as a part of the redevelopment.
3. The SAC compiled a list of Performance Standards, Guidelines and Controls which were unanimously endorsed by the April, 2003 Town Meeting.

The Plan was written and later amended to incorporate the goals mentioned above. Taken collectively the three documents listed above constitute the goals (the Goals) for the Project. Teams are expected to be familiar with the Goals and planning work contained in the documents included as a part of this RFP and those referenced in the SAC Report and on the SAC's web page at www.symmesarlington.org. The documents included or referenced in the web page, unless specifically included in the RFP, are not part of the RFP. The web page is managed independently and the material does not necessarily reflect the opinions of the ARB.

3.0 SELECTION CRITERIA

The ARB will rank highest that Proposal which it determines to be most responsive to the requirements of this RFP based on a combination of these criteria:

3.1 Meets Overall Goals

Extent to which the proposed development program, design and development approach, as articulated in the Proposal, meet the Goals.

3.2 Financial Benefit

Financial benefits to the Town based on price, timing of payment and development, expected annual tax revenue, and including safeguards against non-performance by the Team, net of any cost or burden to the Town.



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3.3 Significance of Proposed Development

a) Ability to articulate a compelling development vision and a program that employs exceptional creativity and innovation in response to the Goals and the Site.

b) The willingness and ability of the Team to work with an active community to achieve consensus on the merits and impact of the project, and to integrate the development into a vibrant neighborhood.

3.4 Capability of Developer

a) Degree to which the Team demonstrates its financial ability as more fully set forth in Section 5.3 below.

b) Qualifications and experience of the Team, as delineated in the RFQ selection criteria.

c) The ability to sequence the construction to respond to the market, manage existing tenant retention/relocation, accommodate site development constraints, meet financial obligations, etc. based upon the proposed design.

d) An advantageous schedule for permitting, execution of final LDA, zoning changes and construction phasing.

4.0 EVALUATION OF PROPOSALS

Any Proposal that is determined, in the sole discretion of the ARB, not to meet the minimum requirements of this RFP may be rejected. In its evaluation, the ARB may consider:

- all information contained in the Proposal,
- interviews with the Team,
- references,
- other information that is public and verifiable,
- financial condition and viability of the equity partners,
- a comprehensive risk analysis assessing the potential viability of each equity member of the Team to successfully complete the project and,
- the individual professional opinions and observations of the ARB members.

The ARB also reserves the right to request additional written information of any or all Teams and to use that information in making its evaluation.



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The ARB, after reviewing the Proposals, will determine whether one or more Teams will be required to appear for interviews. Teams selected to appear for an interview will be notified in writing, by certified mail return receipt requested, facsimile transmission, or otherwise, of the time, place, duration, and format of the interview. If the ARB determines that interviews are necessary, it is likely they will take place in December, 2003.

4.1 Preliminary Evaluation Schedule

The ARB has established the following preliminary schedule for the evaluation and selection process. The information below is subject to change by the ARB as it deems necessary.

Team Briefing	<i>October 20, 2003</i>
Site Tour	<i>October 30, 2003</i>
Final Written Questions Due	<i>November 12, 2003</i>
ARB Final Written Response to Questions	<i>November 19, 2003</i>
Proposals Due	<i>December 10, 2003</i>
Interviews with Teams	<i>December 15 and 16, 2003</i>
Selection announced	<i>January 12, 2004</i>

4.2 Optional Site Tour

The ARB will conduct an optional briefing and tour of the Site on **Thursday, October 30, 2003**. Interested Teams should meet at the Lahey Clinic entrance lobby at 2:00 P.M. The clinic is on Hospital Road which intersects Summer Street opposite 214 Summer Street.

A representative of Sodexho Management, the current manager of portions of the Site, will be available at the Site tour to answer questions about the Site. Teams are advised, however, to do their own due diligence, and that neither the ARB nor any of its agents or representatives is responsible for representations made regarding the physical condition of the Site.

4.3 Mandatory Pre-Submittal Meeting

All Teams must attend a meeting with the ARB at Arlington Town Hall on **Monday, October 20, 2003 at 8:00 PM**. Each Team must be represented, at a minimum, by a principal in the Team, by a member of the design team, and by the person authorized to represent the Team regarding this procurement (the Authorized Representative). The Board will make a brief presentation and may ask questions. Teams will have the opportunity to ask questions. There is no limit on the number of persons from each Team that can attend the meeting, which will be open to members of the general public.



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5.0 SUBMITTAL REQUIREMENTS

Proposals must be submitted by **4:00 PM on Wednesday December 10, 2003**. Proposals received after the deadline will be returned to the Team unopened. One (1) signed original and eleven (11) copies shall be submitted and addressed to:

Mr. Kevin O'Brien
Director of Planning and Community Development
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476-0002

5.1 Summary of Proposal Contents

Each Proposal must include the following, in the following order. The Executive Summary, the Site Plan and photographs of the model must be submitted on CD-ROM in Adobe™ PDF format.

A. General Requirements

1. Proposal Form A
2. Executive Summary
3. Development Team and Relationships
4. Statement of Development Vision
5. Proposed Development Program (including a completed Form C)
6. Proposed Project Schedule
7. Current Tenants
8. Market Feasibility Analysis

B. Financial Requirements

1. Price
2. Financial Analysis
3. Proposed Capital Structure
4. Balance Sheets, Income Statements, References, etc.
5. Guarantee (Form D) (if necessary)

C. Planning and Design Information

1. Written Description
2. Required Drawings
3. Models

D. Certificate of Tax Compliance (Form B)



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5.2 General Requirements

1. Completed Form A: All Proposals must be accompanied by a proposal form (Form A, attached) signed by a person(s) authorized to act on behalf of the Team. Evidence of that authority must be included with completed form.

2. Executive Summary: Teams should summarize the principal elements of the Proposal, including the development program, the rationale for the development program for this location, and a statement of what the Team feels are the key features of the Proposal that will create a compelling development. The Team's overall approach to permitting, financing, and community process, and its experience with similar projects should also be addressed.

3. Development Team and Relationships: The ARB is seeking sufficient information about the Team to make a judgment as to how well the Team could perform in the role of redeveloper of the Site, and to compare the qualifications of the Teams and individual firms associated with the Proposals. The following information is required. This information should focus on company principals and project staff that will play key roles in the development, construction, and management of the Site and the Project.

a) For each company/individual involved in the development, construction or operation of the Project, identify the company or individual involved, including the name, address and telephone number and primary contact person for each listing. The list of companies and individuals shall include at least the following:

- Developer or co-developers
- Architect(s)
- Landscape Architect(s)
- Engineering Consultants
- Environmental Permitting Consultant
- Geotechnical Consultant
- Legal Counsel
- Lead Tenants (if known)
- Lenders
- Equity Partners
- General Contractor (if known)

b) For each member of the Team identified above, identify the names of the principals who will be involved in the Project and provide professional resumes for each such principal.



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c) For each significant member of the Team, but in any event for at least the developer or co-developer and the architect, describe no more than three (3) projects that the Team deems most relevant to the this redevelopment opportunity. For each project used as the basis for demonstrating past project experience, the following information should be provided:

- i. Name, address, and type of project;
- ii. Specific role of each Team member and key individual in the project;
- iii. Facility profile of project: year completed; project characteristics, location and square footage of each program component (including number and type of tenants, parking, etc.); gross square feet for project; project client and owner; construction costs (soft and hard costs); and photos of project;
- iv. Description of financing, including the name, address, and phone number of institutions and/or corporation/individuals that provided financing or guarantees of financing and/or completion of the project; and
- v. Description of permitting and community review process involved.

d) In addition to the above information, Teams should identify where Team members have worked together in the past and their specific roles on these projects. Proponents should also describe Team member collaboration on current projects, if any.

e) To the extent that any proposed anchor tenant is an equity participant in the Project, include a description of how this tenant's participation would be structured, and how the tenant would be repaid its equity contribution.

4. Statement of Development Vision : Include a statement of the Team's vision for the Project including:

- a) Provide an overall description of the proposed mix of uses and their location within the proposed development.
- b) Describe the inspiration and rationale for the proposed uses. Why are they appropriate for the Site? What synergies will be achieved by the use mix both on-site and with adjacent uses?



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- c) Describe why the proposed redevelopment will create an exciting and memorable place and how a compelling destination will be created.
- d) Describe the response to the challenges and opportunities presented by the location and physical features of the Site.
- e) Describe the key elements of the development sequence and the factors that are most influential on the overall sequence.
- f) Describe how the near- and long-term market conditions support the vision and identify those factors that will have the most influence on the sequence.
- g) Identify and describe the important characteristics/features of other successful and notable places/destinations (domestic and international) that are the source of ideas and represent some of the key characteristics contemplated by the development vision articulated in the Proposal.
- h) Identify the factors that present the most risk to the Team's plan and what alternatives the Team would turn to in the event of a negative outcome of the principal risk factors.

5. Proposed Development Program: Each Proposal must include a detailed program description summarizing the contemplated building program by use, phase, and parcel location. The program description must include, at a minimum, the following for each phase of the Project:

- Estimate of gross enclosed building square footage by use (for residential uses, also provide unit count and mix);*
- Estimate of building rentable square footage by use;*
- Estimate of building footprint sizes;
- Estimate of on-site parking including number of spaces; and
- Estimate of open space area (in acres).

The program must be summarized in a chart that clearly identifies the quantity of program allocated by use and by parcel location, including parking and open space. An EXCEL™ spreadsheet is included as a form with this RFP for this purpose (Form C). The chart should be submitted as part of the Proposal in printed form.

6. Proposed Project Schedule: Teams must describe the proposed Project schedule including key steps in permitting, zone changes, Plan modifications



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or amendments (if any), financing, design, closing, construction, leasing and occupancy. Any proposed phasing and rationale for Project phasing should be presented, including the estimated construction start and occupancy for each phase. Teams anticipating phasing must provide a detailed description of early phases along with a general plan and schedule for the build-out of the remainder of the site. Teams shall indicate what market conditions, financing considerations, or other factors may affect the program use, mix, size and timing of the first and subsequent phases.

7. Current Tenants: Plans for the inclusion or termination of the current tenants should be fully explained. Include the timing and any temporary relocation the Team proposes.

8. Market Feasibility Analysis: Teams shall include a statement of market feasibility and other supporting documentation for the primary uses on the Site. The statement should address the relationship of local and regional market conditions to any proposed project phasing.

5.3 Financial Requirements

1. Price: Proposals shall include the price Teams are offering to purchase the Site. Proposals suggesting a long-term lease of the Site should include the amount and terms of the lease payment in sufficient detail to enable the ARB to evaluate the full financial characteristics of the offer.

2. Financial Analysis: Proposals shall include a financial analysis/*pro forma* which clearly demonstrates the overall financial feasibility of the proposed redevelopment program. The *pro forma* shall be sufficiently detailed to enable the ARB to understand and evaluate:

- The overall value, timing and terms of the Team's proposed payments for the Site;
- The expected nature and value of any amenities, public benefits or affordable housing that the Team proposes to include within the scope of the redevelopment;
- The anticipated total value of the development at completion to enable the Town to evaluate the long-range fiscal and economic impacts and value (in terms of projected real estate tax payments) of the Project on the Town; and
- The Team's expectations of total construction cost, cash flow from sales and/or leasing activity, anticipated borrowing requirements and capacity to finance the acquisition of the Site and the completion of the Project. If



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phasing is proposed, this information shall be presented by phase and for the Project in total.

The following information is expected to be included in the financial analysis.

- Anticipated sales and/or leasing schedule;
- Projected payments and payment terms to the ARB;
- Operating expenses during the holding period;
- Projected real estate taxes;
- Replacement reserves; and
- Debt service.

For each use type, Teams should present comparables supporting the income assumptions used.

3. Description of the Proposed Capital Structure: Proposals must also include a description of the proposed capital structure for the first phase and for any subsequent phases of the Project. The financing plan should include an indication of the proposed sources of funding including the breakdown between debt, equity and the terms assumed for each. Proposed external funding shall be supported by letters of credit, intent or other agreements as demonstrations of commitment. Proposals should include the following:

a) Provide the following information relating to the debt portion of the financing proposals to allow the ARB to better judge the Team's ability to access the capital necessary to complete the Project. At a minimum, Teams must describe the assumptions of amount/terms/rates/fees underlying the operating projections and provide letters of intent from the proposed lending partners.

- Identification of the lender;
- Identification of the borrower;
- Amount to be financed;
- Security arrangement;
- Repayment terms/maturity/installments;
- Interest rates;
- Credit insurance/credit support;
- Management/origination/placement fees and expenses; and
- Recent experience of the lender in the field of residential and other real estate development and construction.



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b) Provide the following information relating to the equity requirement for the Proposal:

- Identify the source(s) of equity.
- Identify the nature of commitment for the equity and amounts from multiple sources.
- Provide audited financial statements for the last three years of all equity partners (if available).

c) To the extent the Team has interest or commitments from one or more creditworthy tenants sufficient to readily obtain commercial financing under customary underwriting standards, identify said tenant(s) and provide all relevant information with respect to said tenant(s) and commitment(s).

d) Balance Sheets and Income Statements of the Team for prior three years, and disclosure of any bankruptcy, assignment for the benefit of creditors, financial default and judicial awards against the Team in any civil or criminal actions during the prior ten years, and any out-of-court settlements of same, and the following if applicable:

- i) bank or lender references
- ii) evidence of equity commitment
- iii) evidence of sound financial condition
- iv) evidence of ability to secure project financing, including public subsidies if needed

e) To the extent Teams are proposing an infusion of equity from a firm which is not the Team itself; the Proposal must include a Guarantee from the equity provider. The form of the Guarantee is attached as Form D.

5.4 Planning and Design Information

1. Written Description: Proposals shall include a statement that describes the overall urban design approach to the Site that discusses massing, orientation, public spaces and circulation, parking and special features. Discuss the rationale for the proposed location of each of the major uses (including public spaces) and describe important adjacencies/synergies that are created or needed. Discuss why the overall composition will make a “great place” – one that the Team, the Town and the ARB will be proud of.

Teams should identify and describe successful places/development projects (by the Team or others) that best illustrate and represent the Team’s



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urban design approach for the site and/or specific program or design elements that are proposed.

Teams should also include a description and information concerning the proposed approach to sustainable design and construction. This should include the relevant project experience of the developer as well as the architect and engineer, including the certification, if any, of projects under the LEED program.

2. Required Drawings

a) Provide program distribution plan diagrams for building levels. Separate diagrams should define the initial phase and any proposed subsequent phases. Primary pedestrian access points, secondary pedestrian access points, parking lot entrances/exits, and service access locations should be indicated with dots or other graphic symbols. Diagrams should label proposed uses and should use the following color scheme:

- | | |
|----------------------|------------|
| • Residential | orange |
| • Office | red |
| • Medical | blue |
| • Public circulation | white |
| • Parking | light gray |
| • Open space | green |

b) Provide up to four project cross sections to clarify program stacking (using same color key) and to identify the elevation of the first three floors, with typical floor to floor heights thereafter. Identify maximum building height (to roof of occupied structure and top of tallest physical feature).

3. Model: A study model depicting the Site and the surrounding neighborhood area was prepared for the Town during the master planning process. The model is available for review at Symmes Hospital.

Teams shall prepare a model at a scale of 1" = 50' to illustrate basic massing concepts, site access and circulation, parking, primary public spaces and significant special features contained in the Proposal.

6.0 COMMUNICATION WITH THE ARB

Teams will have an opportunity to submit written questions to the ARB. All questions and requests for clarification or interpretation of the meaning of the RFP, and any other correspondence or communication concerning the RFP, shall



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be submitted in writing, to:

Mr. Kevin O'Brien
Director of Planning and Community Development
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476-0002
Fax: (781) 316-3019

All questions must be received by **November 12, 2003**. Clarifications or interpretations and any supplemental instructions or forms, if issued, will be issued in the form of written addenda or notices of clarification not later than 10 days following receipt, but in no event later than **November 19, 2003**. All questions submitted and the corresponding answers will be distributed to all Teams, without attribution.

All direct contact concerning this RFP, including written contact, with all occupants, communications facility providers, and Sodexo must be coordinated through Mr. O'Brien.

The ARB will not be responsible for, and Teams may not rely upon any information, explanation or interpretation of the RFP rendered in any fashion except as provided in accordance with this RFP.

Any communication concerning the content of the RFP by any Team, or anyone on its behalf, with any ARB member or any Town employee other than Mr. O'Brien in the manner specified above may result in the rejection of that Team's proposal unless, in the sole judgment of the ARB the communication could not reasonably be believed to have given the Team a competitive advantage or have impaired the fair and even competitive environment on this RFP.

Communication from the ARB will be sent to the Team's Authorized Representative.

7.0 PROPOSAL SELECTION AND EXECUTION OF LAND DISPOSITION AGREEMENT

At the completion of its evaluation, the ARB intends to rank the Proposals, and may select one Proposal, may request additional information from one or more Teams, may reject one or more Proposals, or may reject all Proposals and terminate this procurement. All Proposals become the property of the ARB upon submission, and will be retained by the ARB. Proposals will be deemed to be valid for a period of six (6) months from submission.



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All Teams will be notified in writing of any designation of the highest ranked Team (the Selected Developer) by the ARB. The ARB and the Selected Developer will then proceed to execute an initial "Letter of Intent" setting forth some preliminary details and understandings regarding the redevelopment of the Site. At that stage, the Selected Developer will be required to post a non-refundable \$25,000 deposit with the ARB.

The Selected Developer and the ARB will thereafter proceed to finalize and execute an LDA substantially in the form included with this RFP. The Selected Developer will be required to increase its non-refundable deposit to a total of 1% of the purchase price upon execution of the LDA. If, for any reason, the ARB and the Selected Developer have not agreed upon and executed the LDA within two (2) months of the date of the ARB's notice of ranking to the Selected Developer, then, unless the ARB elects to extend the time, the ARB may, in its sole discretion and without incurring any liability to the Selected Developer, terminate or suspend negotiations with the Selected Developer. In such event, the ARB may proceed to finalize and execute a Letter of Intent and LDA with the next-highest ranked Team in accordance with the process set forth above.

Teams are advised that the ARB is hopeful of closing at the earliest possible date and anticipates the following:

- Letter of Intent executed 2 weeks after selection
- Land Disposition Agreement executed2 months after selection

Teams should anticipate the following potential pre-conditions to closing:

- Determine zoning changes to accommodate proposed redevelopment;
- Submit warrant article(s) to Town Meeting to change zoning (note that zoning change requires Attorney General's approval (within 90 days of close of Town Meeting));
- Submit warrant article(s) to change Plan (change to URP must be approved by DHCD);
- MEPA review; and
- Obtain special permit under Environmental Design Review (Selected Developer applies to ARB for special permit).

It is anticipated that the Selected Developer will have to refine the proposed plan for the Site in consultation with the ARB before zoning changes and any changes to the Plan can be determined. The Selected Developer may choose to begin the Special Permit process with the ARB before or after Town Meeting.



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8.0 OTHER RFP PROCEDURES AND REQUIREMENTS

8.1 Compliance with the RFP

Teams must comply with the requirements of this RFP in order for the ARB to evaluate each Proposal fully and properly. The ARB reserves the right to reject any Proposal not in compliance with the RFP.

8.2 Forms and Supplementary Material Supplied by the ARB

Forms attached to this RFP are included to assist Teams in completing the Proposals. In addition, the ARB is providing to each of the Teams supplementary material regarding the Site on a CD-ROM: the occupants of the Site, the Goals of the Project, the RFP, a plan of the Site, other background information intended to assist the Teams in preparing the Proposals, and a draft of the proposed LDA. Assuming negotiations are successful and agreement is reached regarding the disposition of the Site, the ARB intends to execute the LDA, in substantially the form provided, with the Selected Developer. Teams should identify in their Proposals any term in the LDA that they find to be objectionable.

Both the forms and the information provided on the CD-ROM are considered a part of this RFP.

8.3 Examination of the RFP

Before submitting a Proposal, each Team must thoroughly examine the RFQ and the RFP and familiarize itself with prior community planning work, local conditions and with federal, state and local laws, ordinances, rules and regulations and any other circumstances or conditions that may in any manner affect the cost or performance of the design, permitting, construction, or operations of the proposed redevelopment.

Failure of any Team to acquaint itself with the RFP, or to review the required technical documents, shall in no way relieve the Team from any obligation with respect to its Proposal. Each Team shall promptly notify the ARB of any ambiguity, inconsistency or error it may discover upon examination of the RFP or any information provided in connection with the RFP.

8.4 Representations and Warranties

Although the ARB believes that the information contained in the RFP is complete and accurate, the ARB makes no representations, warranties, or guarantees that the information contained in the RFP or any information provided in connection with the RFP and selection process (including, without limitation, any supplemental information) is accurate, complete, or timely, or that such information



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accurately represents the conditions that will be encountered at the Site and its vicinity, now or in the future. The furnishing of such information by the ARB shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP by submitting a proposal to the ARB, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the ARB, the Town, or any third party who prepared a report for the ARB or the Town, liable or responsible therefore in any manner whatsoever. The submission of a Proposal will constitute a representation by the Team that it understands and has complied with every requirement of the RFP.

8.5 Miscellaneous Provisions

1. The ARB reserves the unqualified right, in its sole and absolute discretion, to amend or withdraw this RFP at any time, to reject all Proposals, to withdraw at any time from this process with no recourse for any Team, to undertake discussions with one or more Team and to proceed with that Proposal or modified Proposal, if any, which in its judgment will, under the circumstances, best serve the public interest, to waive defects in the filing of or contents of any proposal, and to choose or reject any or all Proposals received in response to this RFP either on the basis of an evaluation of the factors listed in this RFP or for other reasons, including but not limited to, the convenience of the ARB.
2. This RFP has been prepared solely to solicit proposals and it is not a contract offer and is not binding on the Town or on the ARB. No costs of responding to the RFP, nor cost of attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed by the ARB for any reason whatsoever including, without limitation, the amendment or withdrawal of the RFP or the rejection of any or all of the Proposals.
3. At any time and from time to time after the receipt by the ARB of responses to this RFP, the ARB may give written notice to the Team to furnish additional information relating to its Proposal and may give written notice to the Team to meet with designated representatives of the ARB with respect to its Proposal.
4. The ARB may consult references familiar with the Team regarding the Team's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the submission. Submissions made in response to this RFP shall constitute permission for the ARB to make such inquiries, and authorization to third parties to respond thereto.



Request For Proposals

5. Teams should assume that the ARB's receipt of any information submitted or generated in response to this RFP including information submitted during discussions before or after the receipt of Proposals (including ideas, drawings, or other materials communicated or exhibited) may be deemed to be a public record under Massachusetts law. No information given to the ARB in any submission or any correspondence, discussion, meeting, or other communication between the Team and the ARB before, with, or after the receipt by the ARB of the submission, either, orally or in writing, shall be, or deemed to have been proprietary or confidential. Use or disclosure of such information by the ARB may be made without obligation or compensation and without liability of the ARB of any kind whatsoever. Once submitted, all proposals shall become property of the ARB, which shall have the right to use all or portions of submittals as it considers necessary or desirable in connection with the Project.

6. Neither the members of the ARB nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by the Team or any third party with any liability or held liable to it under any term or provision of this RFP nor any statements made herein.

7. The ARB reserves the unqualified right, in its sole discretion, to disqualify any Team, firm, or individual from any phase or component of the selection process or this development opportunity, due to felonious or other criminal record or activity in any jurisdiction (domestic or foreign), or indictment by any foreign or domestic federal or state jurisdiction for the same or other activity which in the sole opinion of the ARB raises a material issue of the Team's ability to acquire and redevelop the site in accordance with the contents of its Proposal. The Teams are required to disclose any such instances or activities or to affirmatively assert that none exist.

* * * * *



FORM A
PROPOSAL
TO THE ARLINGTON REDEVELOPMENT BOARD (ARB)

The undersigned, acting as the duly authorized representative(s) of _____ (Team), hereby represents that the Team has carefully examined the Request for Proposals (RFP) for the Symmes Arlington Conservation and Improvement Project (the Project) and the Site proposed to be disposed of by the Arlington Redevelopment Board (ARB). The Team hereby proposes to purchase the Site from the ARB in accordance with the enclosed response to the RFP (Proposal). The undersigned is authorized to submit this Proposal on behalf of the Team, to enter into a contract(s) with the ARB to purchase and redevelop the Site, and to purchase the Site from the ARB as evidenced by the attached documentation.

The undersigned also hereby declares that the Team makes this Proposal without any connection with any other persons or entities making any other Proposal for the Site; that no person acting for, or employed by, the ARB or the Town of Arlington (the Town) is directly or indirectly interested or involved in this Proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to submit or to refrain from submitting a Proposal or to influence the Proposal of any other person or corporation; and that this Proposal is made in good faith. The undersigned declares that this Proposal is based solely on the Team's own investigation and research and not in reliance upon any plans, surveys, measurements, dimensions, calculations, estimates or representations of any employee, officer, or agent of the ARB or the Town.

The undersigned certifies on behalf of the Team [and in case of a joint venture each party thereto certifies as to its own organization] that the terms of the Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such terms with any other Team or with any competitor; the terms of the Proposal have not been and will not be knowingly disclosed, directly or indirectly, by the Team prior to the official opening of such Proposal, to any other Team or to any competitor; no attempt has been made and none will be made by the Team to induce any other person, partnership, or corporation to provide or not to provide a submission for the purpose of influencing competi-

tion; and that no person or selling agency has been employed or retained by the Team to solicit or secure selection under the RFP or award of this development opportunity on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

This Proposal includes **Addenda** numbered and dated as follows:

[insert addenda description]

Name of Team: _____

Type of entity: _____

Team's address: _____

Telephone _____ Facsimile _____

Signature: _____

Name Printed: _____

Title: _____

[attach evidence of authority]

FORM B

CERTIFICATION OF TAX COMPLIANCE

The undersigned certifies, on behalf of the Team and the individual members of the Team, under penalties of perjury that it has complied with all laws of The Commonwealth of Massachusetts related to the payment of taxes.

Signature of individual submitting this proposal

Name of Team

SS No. or FID No. _____

Subscribed and sworn to me this ____ day of _____, 2003.

Notary Public
(seal)

My commission expires: _____

Ref: Ch. 233, Acts of 1983, s. 49A(b)1

DUPLICATE OR MODIFY THIS FORM AS NECESSARY SO THAT IT ACCURATELY DESCRIBES THE ENTITY SUBMITTING THE PROPOSAL AND SO THAT IT IS SIGNED ON BEHALF OF ALL PARTNERS, MEMBERS, OR JOINT VENTURERS OF THE TEAM.

FORM C

SUMMARY OF PROPOSED DEVELOPMENT PROGRAM

Note: Form C is provided in an electronic version on the attached cd.

FORM D

GUARANTEE

FOR VALUABLE CONSIDERATION, _____, a [Massachusetts Corporation] ("Guarantor"), agrees as follows:

1. The term "Proposal" refers to the response submitted by _____ ("Team") to the Request for Proposals prepared for the Symmes Arlington Conservation and Improvement Project ("Project") to the Arlington Redevelopment Board ("ARB"), including specifically, without limitation, the obligations to negotiate and execute a Letter of Intent and a Land Disposition Agreement ("LDA") with the ARB, and the obligations set forth in such Letter of Intent and LDA.
2. The term "Obligations" refers to all of the obligations of the Team under the Proposal, Letter of Intent and LDA.
3. Guarantor irrevocably and unconditionally, as primary obligor and not merely as surety, guarantees and warrants to the ARB the full and faithful performance by the Team of the Obligations.
4. An Obligation may be incurred by the Team to the ARB without further authorization from, or notice to, Guarantor.
5. In such manner and upon such terms and at such times as it deems best and with or without notice to Guarantor, the ARB may alter, compromise, accelerate, extend or change the time or manner for the performance of any Obligation, or release or add one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security given to secure the performance of any Obligation. No exercise or non-exercise by the ARB of any rights given to it hereby, no dealing by the ARB with Team, any of Team's [*members/partners/shareholders*] or any other entity with liability for the Obligations, and no change, retirement or suspension of any right or remedy of the ARB, shall in any way affect any obligation of Guarantor hereunder or any security furnished by Guarantor or give Guarantor any recourse against the ARB.
6. The ARB may waive any default or may fail to assert any rights (including rights of offset), or grant any other indulgence or concession with respect to all or any part of each Obligation, and may proceed as herein provided with any bond, letter of credit, guarantee, instrument, document, collateral security or other

property given to the ARB to secure all or any part of the Obligations or otherwise available to the ARB, and may apply any moneys, property or security available to it in such manner and amounts and at such times to the payment or reduction or performance of any Obligation as the ARB may elect. Notwithstanding the foregoing, Guarantor shall remain bound by this Guarantee.

7. Guarantor waives any right to require that any claim or demand be asserted, any remedy available to the ARB be enforced, or any action be brought against Team, any of Team's [*members/partners/shareholders*] or any other party or to require that resort be had to any security or property available to the ARB.

8. This Guarantee shall not be affected by any full or partial payment or performance of any Obligation which is required to be returned as a result of or in connection with the insolvency, reorganization or bankruptcy of Team, any of Team's [*members/partners/shareholders*], the dissolution of any such entity or otherwise. Guarantor agrees that the ARB may, in the event of a default herein or in any Obligation, proceed against Guarantor, Team or any other entity with liability for the Obligations or any combination of the foregoing, in such order as the ARB may deem appropriate. Guarantor waives any defenses it may have by reason of an election of remedies by the ARB. Guarantor waives any claims of waiver, release, surrender, alteration, compromise, diligence and filing of claims with any court, provided that the foregoing shall not be deemed to preclude Guarantor from relying on any waivers or modifications of the Obligations which were previously made by the ARB during the course of performance of the Obligations.

9. This Guarantee shall remain in full force and effect irrespective of any interruptions in the business relations of Team, or any of Team's [*members/partners/shareholders*] with the ARB. The failure by the ARB to file or enforce a claim against the estate (either in administration, bankruptcy or other proceedings) of Team, any of Team's [*members/partners/shareholders*] or any other entity with liability for the Obligations shall not operate to release Guarantor from liability hereunder.

10. Guarantor waives

(a) notice of acceptance hereof and of the incurring or contracting of any Obligation;

(b) presentment and demand for payment or performance of any Obligation;

(c) protest and notice of the dishonor or default to any party with respect to any Obligation;

(d) all other notices to which Guarantor might otherwise be entitled; and

(e) any demand for payment hereunder.

11. Guarantor agrees to pay to the ARB without demand reasonable attorneys' fees and all costs and other expenses (including such fees and costs of litigation, including appeals) incurred by the ARB in collecting or compromising any Obligation or enforcing this Guarantee against Guarantor or in attempting to do any or all of the foregoing.

12. Guarantor represents and warrants as follows:

(a) Guarantor is a _____ duly organized, validly existing and in good standing under the laws of _____, and Guarantor is duly qualified to transact business in each jurisdiction where the nature of its activities or the ownership of property makes such qualification necessary;

(b) Guarantor has full power and authority to transact the business in which it is engaged and to execute and deliver this Guarantee and perform its obligations hereunder;

(c) This Guarantee has been duly authorized, executed and delivered by Guarantor, and is a valid and binding agreement of Guarantor enforceable in accordance with the terms hereof;

(d) Neither the execution and delivery of this Guarantee, nor the fulfillment of or compliance with the terms and provisions hereof, will violate any law, regulation, order, writ, injunction or decree of any court or governmental instrumentality, or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any mortgage, lien or encumbrance of any nature whatsoever upon any of the properties or assets of Guarantor pursuant to the terms of Guarantor's formation documents, or any mortgage, indenture, agreement or instrument to which Guarantor is a party or by which it is bound;

(e) No consent or action of, or filing with, any governmental or public regulatory body or authority is required to authorize, or is otherwise required in connection with, the valid execution, delivery and performance of this Guarantee; and

(f) Guarantor will not take any action which will cause the Team to dissolve.

15. Should any one or more of the provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions hereof shall be given effect separately therefrom and shall not be affected by such determination. The rights of the ARB hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against Guarantor or any other entity with liability for the Obligations or by any number of successive actions until and unless all Obligations have been fully paid or performed and expiration or termination of the LDA. Guarantor agrees to execute, have acknowledged and delivered to the ARB such other and further instruments as may be required by the ARB to effectuate the intent and purpose hereof. No right of action shall accrue on this Guarantee to or for the use of any person or entity other than the ARB or its successors and assigns until the ARB's claims have been satisfied in full. All words used herein in the singular shall be deemed to have been used in the plural when the context or construction so require. This Guarantee shall be governed by and be construed in accordance with laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Guarantor has executed this Guarantee this ____ day of _____, 2003.

GUARANTOR:

A _____

By: _____

Its: _____

* Use Building Owners and Managers Association (BOMA) standard for area measurements.

Request For Proposals

Contents of CD-ROM

Symmes Base Plan (in PDF and DWG formats)

Draft Land Disposition Agreement

Lahey Clinic, Inc. Lease

New England Rehabilitation Hospital Lease

Sodexo Management, Inc. Contract

Site Related Information and Updates

Summary Urban Renewal Plan

Official Policy Statement, Town of Arlington Board of Selectmen, March 12, 2001

Recent Traffic Studies

Form C, Summary of Proposed Development Program (In Excel format)

Request for Qualifications, July 18, 2003

Additional Information

The Report of the Symmes Advisory Committee to Town Meeting, April 2003 is available on the Committee's web site at www.symmesarlington.org

The Town of Arlington Zoning Bylaw is available on the Town's web site at www.town.arlington.ma.us



