

Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at [dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov) and provide us with the following information. In the event an addendum is issued it will be sent to all bidders who have provided the City with this information. .RFP Airport Restaurant

Request for Proposal or Invitation for Bid Number: 15-033

Contact Name:

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Company Name:

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Address:

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City/Town:

State:

Zip Code:

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Phone:

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Fax:

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Cell:

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Email:

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**CITY OF BEVERLY, MASSACHUSETTS**

**REQUEST FOR PROPOSALS FOR AIRPORT RESTAURANT**

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PROPOSAL DUE DATE: 11:00 AM (Local Time),  
Tuesday, January 19, 2016

RETURN PROPOSALS TO: City of Beverly  
Purchasing Department  
City Hall, 191 Cabot Street  
Beverly, Massachusetts 01915

Competitive sealed proposals will be received by the Purchasing Department, at the above-specified location, until the time and date cited.

Proposals must be in the actual possession of the Purchasing Department on or prior to the exact time and date indicated above. ***NO INCOMPLETE, FAXED, ELECTRONICALLY MAILED, OR LATE PROPOSALS WILL BE CONSIDERED.***

All procurement activities conducted by the City of Beverly are in conformance with the rules and regulation of Massachusetts General Laws, Chapter 30B. The law is available for review in the Purchasing Department at the above address. Copies of the law are also available for sale to the public at a 20 cents-per-page at the Purchasing Department. or available online at <http://www.state.ma.us/legis/laws/mgl/index.htm>.

Questions regarding this Request for Proposals should be addressed to: David Gelineau, Purchasing Agent, City Hall, 191 Cabot Street, Beverly, MA, 01915; telephone 978-921-6000, Extension 2350; or email [dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov).

In the event City Hall is closed at the time and date proposals are due they shall then be due 11:00 A.M. on the next day City Hall is open.

## **REQUEST FOR PROPOSALS (RFP)**

### **1. INTRODUCTION**

The City of Beverly seeks sealed proposals from qualified parties for the construction (interior only) and minimum 20-year lease of a portion of the city-owned building (Building #45) located at Beverly Municipal Airport, 46 L. P. Henderson Road, Beverly, MA, 01915.

The City intends to enter into a long-term lease with a development entity to reconstruct a portion of the interior of Building #45 for commercial use as a restaurant that seats 50-100 patrons, invites the public to enjoy the airport, complements existing aviation uses, and includes amenities made available to the public as part of the building's development. Respondents are expected to develop plans of the highest quality that will be consistent with current and future airport upgrades.

The Respondent shall outline in detail, to include architectural drawings, the intended construction processes to bring this restaurant to fruition. The Respondent shall also outline in detail all expenses expected for the entire construction process. These expenses shall be the sole responsibility of the successful bidder.

The proposed construction must be consistent with federal, state, and local building requirements, the City's Water Supply Protection Overlay District, and grant agreements between the City, State, and FAA.

The contract shall be awarded to the most responsive and qualified bidder. Experience and qualifications necessary to build out and operate a highly successful restaurant, in accordance with the minimum criteria of the City, as set forth in these specifications, will be given due consideration.

The successful Respondent must procure general liability insurance with the City named as an additionally insured.

#### **1.1. Objectives**

In issuing this request for proposals to redevelop a portion of Building #45, the City seeks to achieve the following:

1.1.1. Redevelopment that protects the Beverly Water Supply Protection Overlay District while promoting a public use restaurant that would enhance Beverly Municipal Airport's public accessibility.

1.1.2. Redevelopment that will maximize the economic potential of the airport parcel and serve as a destination for residents and visitors to the City.

- 1.1.3. The creation of an architecturally pleasing public realm that is well integrated with the surrounding airport property.
- 1.1.4. Upon completion of the interior renovations (at successful bidder's sole expense), the restaurant will be open daily for breakfast and lunch with the potential for adding evening hours. The successful bidder is encouraged to obtain a liquor license.

## 2.1 Site Development

It will be the responsibility of the successful proposer to acquire at his/her expense all the necessary waivers, appraisals, and permits from the appropriate regulatory agencies that may be needed for the project, including but not limited to the Beverly Zoning Board of Appeals, Conservation Commission and Planning Board, the State Department of Environmental Protection, the Federal Aviation Administration (FAA), the Massachusetts Department of Transportation-Aeronautics Division, and appropriate city departments.

- 2.1.1 The City will be responsible for a new roof, a new wall between the restaurant and common entry hall, and repair of any holes in the walls. No heating and no bathrooms are included in these upgrades.
- 2.1.2 The successful Respondent shall be obligated to proceed with due diligence in obtaining a building permit and shall be required to file all building permit applications within thirty (30) days of signing the Preliminary Development and Lease Agreement (PDLA). See Attachment "A" for additional information regarding the PDLA. The City will provide appropriate information, documentation, and assistance to the successful proposer during the permitting process.

## 3.1 Site Description

- 3.1.1 Attachment "B" provides a locus map of the site.
- 3.1.2 Building #45 has over 200 feet of frontage on airport property (with 40 feet in front of the restaurant) and has access to natural gas, electricity, cable, telephone, and municipal water and sewer. There are no known easements or encroachments onto the property.
- 3.1.3 The site shall be delivered to the successful bidder in its then "as-is" condition including, without limitation, legal title, sub-surface conditions, existing structures, the presence of oil or hazardous materials, its present use and non-uses, and laws, ordinances, and regulations affecting the same. The City makes no representation or warranties of any kind, express or implied, in fact or in law, with respect to such condition or the suitability of the site for uses contemplated herein. The City shall have no

obligation to do any work on the interior restaurant portion of Building #45. The proposer shall, at his/her sole expense, fully retrofit the interior restaurant portion of Building #45 to meet or exceed all relevant local, state, and federal requirements for the site to be operated as a restaurant.

- 3.1.4 Employee and customer parking is available in the main lot adjacent to Building #45.
- 3.1.5 Bidders may request to view the location by contacting Airport Manager, Robert Mezzetti at 978-921-6072.
- 3.1.6 Building #45, the subject of this RFP is located off L. P. Henderson Road near the Control Tower and Airport Administration/Maintenance Building. It is shown on the City of Beverly's Assessor's map #89-1 (see Attachment "C").
- 3.1.7 Attachment "D" has a site plan and pictures.
- 3.2.0 The restaurant portion of Building #45 measures 36.8 feet (+/-) by 72.4 feet (+/-).

#### 4.1 Environmental Considerations

##### 4.1.1 *Watershed*

As noted above, the site is subject to the provisions of the City of Beverly's Watershed Protection Overlay Zoning District. That ordinance requires a special permit from the Planning Board, and the permitting process includes a review of the project by the Salem and Beverly Water Supply Board to safeguard the public's interest in protecting its drinking water supply.

The City of Beverly is committed to taking every reasonable measure to protect the integrity of the Wenham Lake watershed and the quality of its drinking water supply. For this reason, the City of Beverly expects respondents to integrate best management practices and low impact development techniques into proposed site development plans. Specifically, the City of Beverly is interested in promoting measures that will safeguard the quality of the drinking water supply and ensure the watershed's long-term capacity to sustain Wenham Lake.

##### 4.1.2 *Contamination*

The City of Beverly is not aware of any environmental issues on the parcel included in this RFP.

4.1.3 *Wetlands Resources*

There are no known wetlands on this parcel, but a portion of the site is within 100 feet of a wetland resource on an abutting lot. Approval from the Beverly Conservation Commission may therefore be required, depending on the proposed site layout. The Beverly Conservation Commission administers not only the requirements of the Wetland Protection Act (M.G.L. Chapter 131) but also the City of Beverly's non-zoning wetlands ordinance and regulations.

2. PROPOSAL REQUIREMENTS

2.1. General

Copies of this RFP may be obtained at <http://www.beverlyma.gov/departments/procurement/forms> or for Fifty Dollars (\$50.00) by contacting the City of Beverly's Purchasing Department at 978-921-6000, Extension 2350 or by visiting City Hall at 191 Cabot Street, Beverly, MA, 01915 during normal City Hall business hours (Monday-Wednesday, 8:30AM-4:30PM; Thursday, 8:30AM-7:30PM; and Friday, 8:30AM-1:00PM).

A deposit of Five Thousand Dollars (\$5,000.00) by Cash, Treasurer's Check, or Money Order must be submitted as part of the proposal package. Deposits shall be returned to unsuccessful proposers within seven (7) business days after the City executes a Lease Agreement with successful proposer. If the successful proposer fails to execute a contract to lease with the City after award, the deposit shall be retained by the City.

2.2 Proposal Format and Deadline

Respondents must submit ten (10) copies including one marked Original with all proposals containing complete information as requested and required by the terms of this RFP. Proposals must be submitted in a sealed envelope marked "Airport Restaurant" on the outside of the envelope with Proposers name. Massachusetts General Laws Chapter 30B requires the City of Beverly to evaluate proposals without regard to the proposed lease terms. **Please take note that there is NOT a separate price proposal.** Proposals must be completed in ink or typewritten and delivered to:

City of Beverly Purchasing Department  
City Hall, 191 Cabot Street  
Beverly, MA 01915

On or before 11:00 AM on Tuesday, January 19, 2016, at which time the proposals will be publicly opened. No late, incomplete, faxed, or electronically mailed proposals will be accepted. Proposals must be in the possession of the

Purchasing Department on or prior to the exact time and date indicated above in order to be considered.

## 2.3 Required Submissions

### *2.3.1 Letter of Transmittal*

The proposal shall include a one-page letter of transmittal signed by the principal(s) of the proposer and addressed to the City of Beverly's Purchasing Department.

### *2.3.2 Summary of Proposal Form*

The form included in Appendix "X" must be included in EACH ENVELOPE.

### *2.3.3 Description of Development Proposal*

Responses shall clearly indicate it is proposing to lease the restaurant portion of Building #45. The proposal must include a detailed description of the proposed development concept including (but not limited to) the proposed use of the property, the employment expected to be generated from the use, and all associated improvements arising from the development including benefits and impacts of the development on the City of Beverly, all as set forth below:

- A description and quantification of the populace the development is expected and intended to serve, including the types and number of employees and/or patrons/customers;
- A description of the benefits of the project to both the City of Beverly in general and the area surrounding the project site;
- A description of the potential impacts of the project on the environment and the area surrounding the project;
- A detailed list of all permits that would be needed to construct the proposed development;
- A description of how the proposer plans to construct the project, including a time line for permitting, completing improvements, and making capital investments;
- A discussion of municipal services required to service the new development, including wastewater generation, water consumption, waste oil disposal and/or recycling, and drainage;

- An analysis of the ways in which the proposal satisfies the evaluation criteria listed below; and
- Adherence to the requirements of this RFP.

#### 2.3.4 *Design Drawings*

Proposals must include 11” X 17” copies of the plans listed below sufficient to adequately describe the development concept. Color illustrations are preferred and additional plans are welcome.

- Typical floor plan(s)
- Exterior lighting design, signage, and snow removal plan
- Landscaping plan to be provided by proposer. Parking plan to be provided by City/Airport.

#### 2.3.5 *Development Team Information*

The proposal must include a description of the development team or ownership entity, the individuals and firms to be involved in the development and operation of the facility and their experience. Individuals and/or firms may be part of more than one team submitting proposals. The description of the development team must include the name, address, and telephone number of the proposer, the name of any representative authorized to act on the proposer’s behalf, the name and address of the contact person to whom all correspondence should be addressed, and the names and primary responsibilities of each member of the development team.

- A description of the organizational structure of the development team or ownership entity
- A summary of the team’s/entity’s experience, collectively and individually, with similar projects. Demonstrated ability to perform as proposed and to complete the project in a competent and timely manner including, without limitation, the ability to pursue and carry out design, permitting, financing, marketing (if applicable), construction, and operation
- If the proposer is not an individual doing business under his/her name, a description of the firm/organization and its organizational status (whether a for-profit, not-for-profit, or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdiction(s) in which it is registered to conduct business

*2.3.6 Qualifications of the Restaurant Management Entity*

- The Management Entity, or members thereof, must demonstrate adequate previous direct experience in the management of similar restaurant facilities of similar or greater complexity.
- The Manager must demonstrate adequate experience and expertise to manage all components, including the day-to-day management of a restaurant facility through proven experience at a restaurant facility of similar or greater complexity.

*2.3.7 Project Financing and Financial Analysis*

The proposer must submit a financial analysis sufficient to demonstrate the financial feasibility of the proposal. At a minimum, the proposal must include:

- A plan for financing the development, including a “sources and uses” of funds statement, evidence that the proposer has the financial capability to obtain the necessary funding, and if the financing sources are not recognized lending institutions, background information evidencing the soundness of such financing sources; and
- A development budget for the project, including hard and soft construction costs, and a five-year operating pro-forma or five-year investment rate and schedule.

*2.3.8 Projection of Municipal Review*

The proposal shall contain a statement of the real estate, personal property, excise and other tax revenue anticipated to be generated as a result of the development over the next ten years, with underlying calculations. If the proposer is a tax-exempt organization, the proposal shall instead set forth a schedule and list of proposed Payments In Lieu of Taxes (PILOT) to be paid to the City of Beverly and an explanation of how the figure was determined. The schedule and list must clearly specify the intended duration of PILOT payments in years and must include a proposed legal mechanism to obligate payment.

*2.3.9 References*

The proposal shall include descriptions of similar projects and references for those projects with names and telephone numbers. The proposal shall also include at least two (2) banking or other financial references.

*2.3.10 Disclosure of Beneficial Interest in Real Estate Property Transaction Statement and Non-Collusion/Tax Certification*

The proposal must include an executed Disclosure of Beneficial Interest in Real Estate Property Transaction Statement as well as an executed Non-Collusion/Tax Certification in the forms included in Attachment “J” and Attachment “K”.

*2.3.11 Minority and Women Owned Business Enterprises*

The City of Beverly encourages, to the extent allowed under the law, the active and meaningful equity participation of Minority-Owned Business Enterprises (MBE’s) and Women-Owned Business Assistance (WBE’s) as certified by the State Office of Minority and Women Owned Business Assistance (SOMWBA). Proposals shall state whether the development team or the proposed end user includes any MBE’s or WBE’s and shall state the commitment to MBE’s or WBE’s to be made during construction.

*2.3.12 Proposed Terms*

Proposals shall specify the proposed terms of the lease (if applicable), non-monetary considerations, insurance, any easements or cross-easements needed for the development, mortgage financing contingencies, if any, and rights of mortgages.

### 3 SELECTION PROCESS

The City of Beverly will appoint an Evaluation Committee for the purposes of evaluating responses to this RFP. The Committee will be responsible for determining whether any or all proposals should be rejected in the best interest of the City of Beverly, and for recommending to the Chief Procurement Officer which proposal, in its collective opinion, is the most advantageous proposal to the City of Beverly.

Following the Committee’s recommendation, the City of Beverly will enter into Lease Agreement with the proposer submitting the most advantageous proposal. The Lease Agreement shall require the proposer to begin the permitting and approval process and shall be contingent upon negotiation of a mutually satisfactory lease agreement during permitting and approval period. The mutually agreed upon lease will occur after all permits and approvals have been obtained for the development and all appeal periods have expired without an appeal having been filed or otherwise resolved.

### 4 RFP EVALUATION CRITERIA

#### 4.1 Minimum Criteria

Only those proposers who submit all forms and materials listed in Section 2 “Proposal Requirements” of this RFP will be considered responsive and responsible proposers. Any proposal that fails to include all of the required submissions shall be deemed non-responsive and will not be further considered.

#### 4.2 Evaluation Criteria

The following criteria will be used to rate the proposals:

##### 4.2.1 *Completeness of the Proposal*

- “Highly Advantageous”: The proposal contains a clear and comprehensive plan that addresses and/or complies with all of the core elements and requirements stated in the RFP.
- “Advantageous”: The proposal contains a clear and comprehensive plan that addresses and/or complies with most of the core elements and requirements stated in the RFP.
- “Unacceptable”: The proposal does not contain a clear plan that address and/or complies with most of the core elements and requirements stated in the RFP.

##### 4.2.2 *Relevant Experience of Development Team with Similar Projects*

- “Highly Advantageous”: The proposer has at least seven (7) years of experience designing, developing and/or operating projects of similar size and scope to this project and has the demonstrated financial capacity to complete the proposed project. Demonstrated understanding of permitting requirements and ability to manage State and local permitting processes.
- “Advantageous”: The proposer has at least four (4) years of experience designing, developing and operating projects of similar size and scope to this project and has the demonstrated financial capacity to complete the proposed project. Demonstrated understanding of permitting requirements and ability to manage State and local permitting processes.
- “Unacceptable”: The proposer has less than four (4) years of experience designing and operating projects of similar size and scope to this project, and /or does not have the demonstrated financial capacity to complete the proposed project, and/or fails to demonstrate an understanding of permitting requirements and an ability to manage State and local permitting processes.

4.2.3 *Relevant Experience of Restaurant Management Entity with Similar Facilities*

- “Highly Advantageous”: The proposer has at least seven (7) years of positive restaurant management experience that demonstrates adequate previous direct experience in the management of similar restaurant facilities of similar or greater complexity and a Manager must demonstrate adequate experience and expertise to manage all components, including the day-to-day management of a restaurant facility through proven experience at a restaurant facility of similar or greater complexity.
- “Advantageous”: The proposer has at least four (4) years of positive restaurant management experience that demonstrates adequate previous direct experience in the management of similar restaurant facilities of similar or greater complexity and a Manager must demonstrate adequate experience and expertise to manage all components, including the day-to-day management of a restaurant facility through proven experience at a restaurant facility of similar or greater complexity.
- “Unacceptable”: The proposer has less than four (4) years of positive restaurant management experience that demonstrates adequate previous direct experience in the management of similar restaurant facilities of similar or greater complexity and a Manager must demonstrate adequate experience and expertise to manage all components, including the day-to-day management of a restaurant facility through proven experience at a restaurant facility of similar or greater complexity.

4.2.4 *Evaluation of References*

- “Highly Advantageous”: All of the proposer’s references indicate that the projects were completed satisfactorily and on schedule or with minimal, insignificant delays. Financial reference(s) are positive.
- “Advantageous”: Only one of the proposer’s references indicates that the project was completed unsatisfactorily, or with substantial delays attributable to the proposer. Financial reference(s) are positive.
- “Unacceptable”: Two of the proposer’s references indicate that the project was completed unsatisfactorily, with substantial delays attributable to the proposer, or financial reference(s) are negative.

4.2.5 *Level of Initial Investment*

- “Highly Advantageous”: The proposal calls for the investment of at least Two Hundred Fifty Thousand Dollars (\$250,000.00) within the first twenty-four (24) months of ownership *exclusive of the cost of acquisition*\*.
- “Advantageous”: The proposal calls for the investment of at least One Hundred Fifty Thousand Dollars (\$150,000.00) within the first twenty-four (24) months of ownership *exclusive of the cost of acquisition*\*.
- “Not Advantageous”: The proposal calls for the investment of less than One Hundred Fifty Thousand Dollars (\$150,000.00) but more than One Hundred Thousand Dollars (\$100,000.00) within the first twenty-four (24) months of ownership *exclusive of the cost of acquisition*\*.
- “Unacceptable”: The proposal calls for the investment of less than One Hundred Thousand Dollars (\$100,000.00) within the first twenty-four (24) months of ownership *exclusive of the cost of acquisition*\*..

4.2.6 *Real Estate, Other Tax and/or PILOT Revenue (Not including fees for services such as utility payments)*

- “Highly Advantageous”: The proposal will result in more than Fifty Thousand Dollars (\$50,000.00) in annual tax revenue or PILOT payments to the City of Beverly upon completion of the project.
- “Advantageous”: The proposal will result in Twenty-Five Thousand Dollars (\$25,000.00) to Fifty Thousand Dollars (\$50,000.00) in annual tax revenue or PILOT payments to the City of Beverly upon completion of the project.
- “Unacceptable”: The proposal will result in less than Twenty-Five Thousand Dollars (\$25,000.00) in annual tax revenue or PILOT payments to the City of Beverly upon completion of the project, or does not propose a legally-binding, on-going annual PILOT payment.

4.2.7 *Environmental Sensitivity of Design*

- “Highly Advantageous”: The proposed build out and site design and construction methods and materials incorporate energy

conservation measures and low impact development techniques that minimize the environmental impacts of site development.

- “Advantageous”: The proposed build out and site design and construction methods and material incorporate either energy conservation measures or low impact development techniques that minimize the environmental impacts of site development, but not both.
- “Unacceptable”: Neither the proposed build out and site design or proposed construction methods and materials incorporate energy conservation measures or low impacts of site development.

## 5 OTHER GENERAL RFP PROVISIONS

Should the proposer find a discrepancy in, or omission from, the general terms and conditions or instructions to proposer, or should there be any doubt as to their meaning, proposers shall notify the Purchasing Department in writing at least seven (7) days prior to the deadline for submission of responses for clarification. No oral interpretations shall be considered valid.

Any person, firm, or corporation desiring to submit a proposal for the build out shall be responsible for examining the terms and conditions of this RFP and the inspection of the parcel which is to be leased, and shall judge for themselves all of the circumstances and conditions affecting their proposal. Failure on the part of any proposer to make such examination or to thoroughly investigate and research existing conditions shall not be grounds for any declaration that the proposer did not understand the conditions of the RFP or of their proposal.

No proposal will be considered from any person, firm, or corporation that is in arrears or is in default to the City of Beverly on any debt or contract, or that has failed to faithfully perform any previous contract with the City of Beverly.

Written addenda are the sole source of correction or change to the RFP, and if any are required they shall be sent in writing to all individuals and/or firms registered with the Purchasing Department.

The City of Beverly reserves the right to extend the deadline for submission of proposals, to request supplementary information and to negotiate the most favorable lease terms on behalf of the City of Beverly. The City of Beverly further reserves the right to reject any and all proposals, waive any defects, informalities, and minor irregularities, and make such award or act otherwise as it may deem in its best interest.

**ATTACHMENT "J"**  
**DISCLOSURE STATEMENT**  
**ACQUISITION OR DISPOSITION OF REAL PROPERTY**

For Acquisition or disposition of Real Property by \_\_\_\_\_ the undersigned does hereby state, for the purpose of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

- (1) REAL PROPERTY DESCRIPTION: Restaurant Area, Building 45, 46 L.P Henderson Rd. Beverly, MA 01915
- (2) TYPE OF TRANSACTION:
- (3) SELLER or LESSOR:
- (4) BUYER or LESSEE:
- (5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME:

RESIDENCE:

- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within (30) days following the change of addition.  
The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment "K"  
BID CERTIFICATION

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below.

**Failure to offer such signature will result in rejection of the bid.**

1. *"The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or their organization, entity, or group or individuals" and,*
  
2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

\_\_\_\_\_

(Complete name of firm to be given here)

Signature: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Employer I.D. #: \_\_\_\_\_

Email Address: \_\_\_\_\_

APPENDIX X

SUMMARY OF PRICE PROPOSAL  
FORM

THIS FORM IS NOT SUBMITTED SEPARATELY

**Price Proposal Form**

**Include this Price Page with your Proposal**

**Proposers must at a minimum provide 20 years of lease payments.**

**Proposers may propose up to an additional 10 years of lease payments.**

\_\_\_\_\_ (hereafter "Proposer") hereby proposes to lease a portion of Building 45 at 46 L.P. Henderson Drive, Beverly Airport, Beverly, MA pursuant to the terms and conditions outlined in the Request for Proposals of the City of Beverly related to the lease of space located at Building 45 L.P. Henderson Dr. Beverly, MA

**1. Consideration**

The Proposer proposes to lease the property for an annual Consideration, due and payable in monthly installments, of:

Year 1	\$ _____	_____
	Numerals	Written
Year 2	\$ _____	_____
	Numerals	Written
Year 3	\$ _____	_____
	Numerals	Written
Year 4	\$ _____	_____
	Numerals	Written
Year 5	\$ _____	_____
	Numerals	Written
Year 6	\$ _____	_____
	Numerals	Written
Year 7	\$ _____	_____
	Numerals	Written
Year 8	\$ _____	_____
	Numerals	Written
Year 9	\$ _____	_____
	Numerals	Written

*Airport 15-033*

Year 10	\$ _____	_____
	Numerals	Written
Year 11	\$ _____	_____
	Numerals	Written
Year 12	\$ _____	_____
	Numerals	Written
Year 13	\$ _____	_____
	Numerals	Written
Year 14	\$ _____	_____
	Numerals	Written
Year 15	\$ _____	_____
	Numerals	Written
Year 16	\$ _____	_____
	Numerals	Written
Year 17	\$ _____	_____
	Numerals	Written
Year 18	\$ _____	_____
	Numerals	Written
Year 19	\$ _____	_____
	Numerals	Written
Year 20	\$ _____	_____
	Numerals	Written

**\*Option Years\***

\*Proposers may propose additional years of lease payments due in monthly installments. Proposers are welcome to include lease payments in addition to the ten additional years provided below. Use additional sheets if necessary.

Year 21	\$ _____	_____
	Numerals	Written
Year 22	\$ _____	_____
	Numerals	Written
Year 23	\$ _____	_____
	Numerals	Written

*Airport 15-033*

Year 24	\$		
		Numerals	Written
Year 25	\$		
		Numerals	Written
Year 26	\$		
		Numerals	Written
Year 27	\$		
		Numerals	Written
Year 28	\$		
		Numerals	Written
Year 29	\$		
		Numerals	Written
Year 30	\$		
		Numerals	Written

\*The payments for the option years will be required to be made to the City should the Proposer include them on this form.

EVALUATION OF CURRENT VALUE OF THE CASH FLOWS PROPOSED AS consideration. The annual payments as proposed by each Entity on this form will be presumed to be made in equal monthly installments unless otherwise noted. The total of the monthly cash flows (360) over the first thirty-year contract term, and, if proposed, shall also include all additional monthly cash flows will be discounted at 1.75% for each year into the future to yield a Present Value amount for the contract term. These Present Values will then be used to determine the total of the Price Proposal.

I am authorized to submit this Price Proposal attached as stated.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

**In the event of a discrepancy between the “written” price and the “numeral” price, the higher price shall prevail.**



**CITY OF BEVERLY**  
**DEPARTMENT OF**  
**PROCUREMENT & CONTRACT ADMINISTRATION**  
*191 Cabot Street*  
*Beverly, Massachusetts 01915*

**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS**

- A. (Corporate Name) shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.
- B. (Corporate Name) shall not commence work under this Lease until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. (Corporate Name) shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.
- C. Subcontracts: (Corporate Name) shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.
- D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Lease Agreement. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a

provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

- F. Deductibles: In the event of paid claims, (Corporate Name) shall bear costs of any amounts deductible.
- G. The Owner shall be named as additional insured under all policies.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A: Statutory  
Coverage B: \$500,000/\$500,000/\$500,000

B. (Corporate Name) Liability Insurance

(Corporate Name) shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Lease. Commercial General Liability Insurance must be included with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this

Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of (Corporate Name), all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

\$2,000,000 per occurrence Bodily Injury and Property Damage  
\$2,000,000 per occurrence Personal Injury and Advertising Injury  
\$2,000,000 General Aggregate  
\$2,000,000 Products and Completed Operations Aggregate

A. Owner's Insurance

The Proposer shall provide Builder's Risk Insurance for the existing building. Such coverage will include all building additions and materials used for the Work while at the construction site or on route to the construction site.

The amount of Builder's Risk Coverage will equal the total value of the building.

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all

precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.

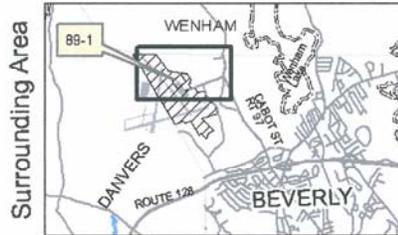
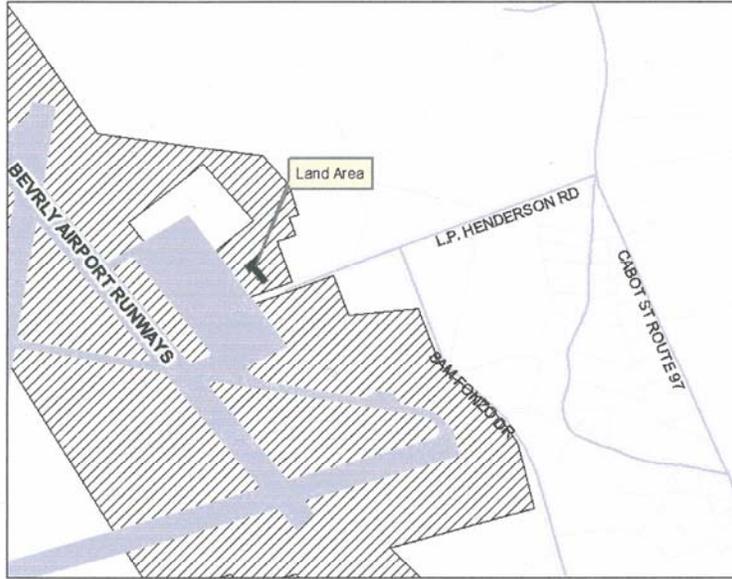
#### PERFORMANCE AND PAYMENT BONDS

If required, the Contractor shall provide the Owner with a performance bond and a labor and materials or payment bond executed by a surety company licensed by the Commonwealth of Massachusetts.



### Attachment B Locus Map

-Lease of Non-Aviation use of Industrial land at Beverly Airport

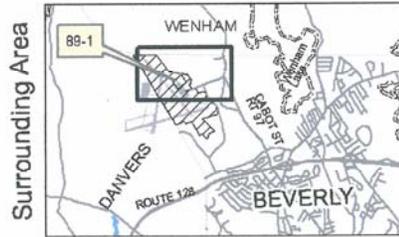
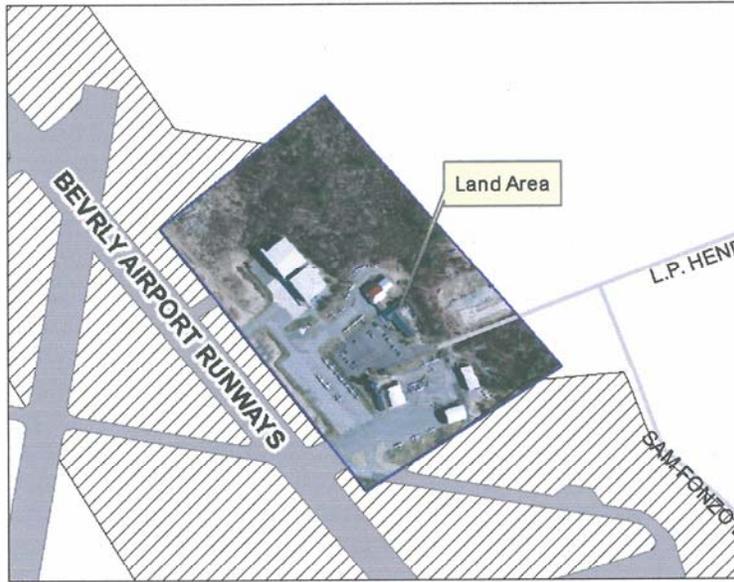


Map 15-033  
February 25, 2013  
Robert Adams



Attachment C  
Assessor's Map

-Lease of Non-Aviation use of Industrial land at Beverly Airport



89-1  
Map 12-511  
Issue 7, 2013  
Revised 8/2014

**EXHIBIT "D" – SITE PLAN & PICTURES**

