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255 Main St., 8th Floor  
Cambridge, MA 02142

# Foundry Consortium

## Property Management Request for Proposals

<b>Issued</b>	January 14, 2022
<b>Issued by</b>	The Foundry Consortium 255 Main Street, 8th Floor Cambridge, MA 02142
<b>Contact</b>	Diana Navarrete-Rackauckas, Executive Director <a href="mailto:info@cambridgefoundry.org">info@cambridgefoundry.org</a>
<b>Questions Due</b>	Received by email no later than 5pm on January 28, 2022
<b>Proposals Due</b>	Received by email no later than 5pm on February 11, 2022



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## Introduction

The Foundry Consortium (FC) invites firms and organizations (the “Contractor”) to submit Property Maintenance Proposals (“Proposals”) in accordance with this Request for Proposal (“RFP”). Responses to this request will be evaluated to determine the qualifications of your firm. Proposals will not be evaluated unless all parts requested are submitted in a complete package. Proposals must adhere to the format and content of this RFP. The FC reserves the right, in its sole discretion, to allow minor additions and substitutions to the format and content requested under this RFP. The successful respondent shall be invited to enter into a Property Maintenance Contract (“Contract”) based on the specifications outlined in this RFP.

Interested respondents are encouraged to register their intent to submit via email to [info@cambridgefoundry.org](mailto:info@cambridgefoundry.org). Requests for clarifications or questions concerning the RFP may be submitted via email to [info@cambridgefoundry.org](mailto:info@cambridgefoundry.org) by 5:00pm, on January 28, 2022. Questions submitted by the deadline are guaranteed a response. Any addenda will be emailed to the registered contacts on file, and to those who have asked questions. Answers will be emailed to requesters by February 4, 2022 by 5:00pm.

## Timeline of Key Activities

Key Activities	Deadline
RFP Issued	January 10, 2022
Bidder’s Site Inspection	January 25, 2022 @ 3:30pm
Questions from Registered Proponents Due	January 28, 2022
FC Responses to Questions from Registered Proponents Issued	February 4, 2022
Proposals Due	February 11, 2022
Contract Award	March 11, 2022

### 1. Context

This RFP is being issued consistent with the Foundry Demonstration Project Plan and the requirements for services procurements set forth in M.G.L. Chapter 30B. The City of Cambridge owns the property known as the Foundry at 101 Rogers Street in Cambridge,



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Massachusetts (the “Foundry” or the “Property”). The Cambridge Redevelopment Authority (CRA) holds the master lease for the Foundry. The Foundry Consortium (FC) holds a sublease for the Foundry and is responsible for property management of the Foundry as part of that sublease. Respondents will compete for designation as the Property Manager (the “Contractor”), based on the strength of their experience and of proposals demonstrating the ability to provide suitable property management functions during the operations phase of the Foundry.

The Foundry’s operating mission is:

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

The City of Cambridge has been carrying out major renovations of the Foundry since 2019 to transform the building into a thriving innovative center that offers a collaborative environment and program space for visual and performing arts, “makerspace” activities, entrepreneurship, technology and workforce education. The newly renovated 50,000 square foot building will provide flexible performance space, dedicated office space, artist studios, maker spaces, a dance studio, a demonstration kitchen, and a cafe. The exterior will include a small outdoor courtyard/garden. The Property is expected to be occupied by June of 2022. It will include community spaces available for reservation on an hourly, daily or weekly basis and dedicated office spaces for rent to non-profit and for-profit businesses. Those reserving the shared spaces will be hosting meetings, workshops, classes and events for Cambridge residents and other members of the public.

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

The Foundry Consortium (FC) will promote the availability of space in the building, determine those who will have access to space if the space is over-subscribed, promote program offerings in the building to residents, track program offerings and the degree to which the programs and the building as a whole is meeting residents’ needs and interests, and facilitate



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interactions between those using the property. The FC is established as a non-profit organization. The FC is involved during the design and construction phase to ensure that the design of spaces at the Foundry supports the programming that is planned.

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

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

Learn more about the Foundry Consortium at: <https://cambridgefoundry.org>

## **2. Submission of Proposals**

In order to be considered for the Contract, respondents must submit all information requested in the RFP. All proposals must be received by 5:00 pm on February 11, 2022. Proposals will be received via email to the FC at [info@cambridgefoundry.org](mailto:info@cambridgefoundry.org), prior to the time and date indicated above. Responses will be opened and evaluated by FC staff (receiving consultation and input from the CRA). Until the time of opening of proposals by FC staff, proposals will be confidential and shall not be disclosed publicly. Once opened, responses may be disclosed to the extent required by applicable public records laws.

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

## **3. Contractor Information**

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



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## 4. Project Tour

Before submitting a proposal, each respondent shall have the opportunity to visit the site and review a draft version of architectural designs for the site. A tour of the Site has been established for the date of Tuesday, January 25 at 3:30pm. All respondents are invited to the Foundry (enter at 180 Bent Street, Cambridge MA) at this time. Each respondent will be allowed to ask questions and will be provided with property information.

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

## 5. Duration of Agreement

The contract shall run for a total of three (3) years. The term shall begin in March 2022 and is subject to annual review mutual agreement by both parties prior to the end of each calendar year. Termination by either party shall be by written notification at least two months in advance.

## 6. Scope of Work

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

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

### Scope, Phase I: Operations Advisory Services

Between March 2022 and June 2022 the Project will be in the final design and construction phases.

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



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In order to provide this advice, the Contractor will work with the FC to assist in defining property management roles and in developing cost estimates for daily operations. During this time, the Contractor will help develop the rules and procedures, including format for monthly status report, in partnership with the FC and the CRA.

## **Scope, Phase II: Property Management of Foundry**

The Foundry is expected to be occupied and operational by June 2022.

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

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

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

## **Maintenance and Repairs**

The Contractor will keep the interior and exterior of the Property in a safe, clean and sightly condition, make or perform (or cause to be made or performed), all cleaning, maintenance and repairs for the proper operation of the Property, and for the fulfillment of the FC and sublessees' obligations under their leases and subleases on the Property. This includes cleaning, maintaining and repairing as necessary all common areas, external grounds, office spaces and shared community spaces, including a flexible-use performance space, rehearsal room, café seating area, co-working area, demonstration kitchen, meeting rooms, offices and an external courtyard.

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

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



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### **Service Contracts**

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

### **Rent Collection**

The Contractor will collect monthly rental fees from commercial and nonprofit tenants with long term leases. The FC anticipates that commercial and nonprofit entities with long term rental agreements will account for roughly 40% of rentable square footage of the property. The FC will collect reservation fees on the remaining 60% of the building which will be reserved to groups or individuals under short term contracts.

### **Reporting**

The Contractor shall provide the FC with a monthly status report. The types of data needed and format for the report will be developed with the Contractor, including any data collection and reporting systems needed to allow the FC to evaluate if programmatic and use outcomes at the the Foundry are adequately aligning with mission and goals. At a minimum, the report will include maintenance or property management issues needing attention, the plan to address them, and information on any prior issues that have been addressed. The Contractor will be available, as needed, to meet with the FC regarding infrequent issues that require additional attention.

## **7. Qualifications and Experience**

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

By submitting the proposal, the Contractor certifies that it meets the following minimum requirements:



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1. Capable of undertaking all activities outlined in the Scope of Work section in this RFP, including items required during Phases I and II.
2. Can show demonstrated success in providing high quality property management for properties that are: mission-focused, provide public access for arts, civic, educational or other programming, and require friendly interactions with the public. Is able to manage flexible use space, with multiple organizational tenants.
3. Has at least five (5) years of property management experience.
4. Has access to, or demonstrates the ability to provide, all necessary equipment, organizational capacity, and technical competence necessary to complete the scope of work expeditiously.

## **8. Selection Criteria**

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

Only those Proponents that meet all minimum threshold requirements listed in Section 7 above will be evaluated. Responses will be evaluated using ratings outlined in the chart below, which determine the level of responsiveness of each submission and the ability of the Contractor to perform services outlined in the RFP. To each of the evaluation criteria, a rating of highly advantageous, advantageous, or non-advantageous will be assigned. These ratings will be used to assign a composite rating to each proposal evaluated.

The FC will award a contract to the firm or organizations offering the most advantageous proposal, taking into consideration evaluation criteria, as well as billing rates.



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	Highly Advantageous	Advantageous	Non-Advantageous
Quality of Previous Similar Work	It has been determined that the Respondent's examples of previous experience represent the highest level of achievement in property management best practices relevant to the scope herein. The Respondent has successfully managed a building accessed by a full range of the public, managed a building with flexible use space, managed a property with arts or education uses, and managed a project with net zero or LEED Platinum systems.	Respondent's examples of previous experience represent some level of achievement in property management best practices relevant to the unique scope herein. The Respondent has managed a building accessed by a wide sector of the public or managed a building with flexible use space or managed a property with arts or education uses, and managed a project with some level of LEED certified or certifiable systems.	Respondent's examples of previous experience demonstrate limited achievement in implementation of property management best practices relevant to the unique scope herein. The Respondent has limited or no experience in managing a building accessed by the public, managing a building with flexible use space, managing a property with arts or education uses, and managing a project with LEED certified or certifiable systems.
Experience and Qualification of Firm & Personnel	The personnel assigned to the project, particularly the lead personnel for the Foundry property management, have extensive and well-rounded experience as per items 1 – 2 listed above in "Qualifications and Experience".	The personnel assigned to the project, particularly the lead personnel for the Foundry property management, have some experience as per items 1 – 2 listed above in "Qualifications and Experience".	The personnel assigned to the project, particularly the lead personnel for the Foundry property management, have little or no experience as per items 1 – 2 listed above in "Qualifications and Experience".
Budget	The proposed budget is reasonable for the work proposed, and is competitive as compared to other finalists and their proposed work.	The proposed budget is largely reasonable for the work proposed, and is largely competitive as compared to other finalists and their proposed work.	The proposed budget is significantly higher or lower than expected for the work proposed, and differs significantly from other finalists' estimates for comparable work.
Appropriateness of Subcontractors Proposed for Phase II	The tasks proposed for subcontracting during Phase II are appropriate and the reasons for subcontracting are sound. Any contractors proposed have strong work history and demonstrated success in their field.	The tasks proposed for subcontracting during Phase II are mostly appropriate and the reasons for subcontracting are generally sound. Any contractors proposed have some work history and some demonstrated success in their field.	The tasks proposed for subcontracting during Phase II are not appropriate and the reasons for subcontracting are not sound. Any contractors proposed have little or no work history and little or no demonstrated success in their field.



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	Highly Advantageous	Advantageous	Non-Advantageous
Timeline and Capacity	The project team appears to have strong local capacity to undertake this project in a timely manner, based on the timeline outlined in the scope.	The project team appears to have adequate local capacity to undertake this project in a timely manner, based on the timeline outlined in the scope.	The project team does not appear to have the local capacity to undertake this project in a timely manner, based on the timeline outlined in the scope.
Quality of References	References are able to comment substantively on their experiences with the property management responder, including with the lead personnel to be responsible for the Foundry property management. References provided high praise for the firm and the personnel in terms of responsiveness, quality of cleanliness and maintenance, quality of interactions with public users of the facility being managed, adherence to budget, attention to detail, and general proficiency and effectiveness.	References are able to provide some comment on their experiences with the property management responder, including with the lead personnel to be responsible for the Foundry property management. References provided moderate praise for the firm and the personnel in terms of responsiveness, quality of cleanliness and maintenance, quality of interactions with public users of the facility being managed, adherence to budget, attention to detail, and general proficiency and effectiveness.	References would not provide detailed comment on their experiences with the property management responder, including with the lead personnel to be responsible for the Foundry property management. Or, references provided negative comments regarding the firm and/or the personnel in terms of responsiveness, quality of cleanliness and maintenance, quality of interactions with public users of the facility being managed, adherence to budget, attention to detail, and general proficiency and effectiveness.

## 9. Insurance

Throughout the term of the Contract, the Contractor shall maintain, at the Contractor’s sole expense, effective insurance covering the Contractor’s activities at the Sites. The Contractor shall furnish the FC with a certificate of insurance from a company licensed to do business in the State of Massachusetts indicating coverage is in place at the limits stated in Exhibit D.

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

Each of the policies described in Exhibit D shall include the Cambridge Redevelopment Authority, Lemelson-MIT, and the Foundry Consortium as Additional Insureds with respect to the activities carried out under this Contract.



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## **10. Price and Payments For Phase I and Phase II**

The Contractor should submit separate pricing for Phase I and Phase II as outlined in this RFP. The prices submitted by the Contractor in response to this RFP will be based on conceptual architectural plans as well as a site visit. At the conclusion of Phase I, the Contractor and the FC will negotiate a final price for Phase II based on final plans.

The Contractor shall submit an Invoice to the FC detailing services on a monthly basis. Each invoice shall include a detailed account of the Work performed, issues encountered, and follow-up steps proposed by the Contractor. The FC shall render the Contractor regularly scheduled payments in remuneration for the Contractor's maintenance services in amounts as specified. Said payments shall be made within (30) days from the Contractor's invoice date.

A W9 number must be furnished to the FC before any initial payment can occur.

## **11. Sequencing and Scheduling**

Upon acceptance of the Proposal, the Contractor shall coordinate with the FC to develop a final schedule of services that reflects the scope necessary for proper maintenance of the Foundry.

The FC shall diligently endeavor to facilitate the Contractor's work during Phase I by providing reasonable access to the Property during construction. The Contractor shall coordinate the timing of the work during Phase II to minimize the impact on Foundry users.

## **12. Miscellaneous Provisions**

### **FC's Responsibilities and Rights**

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

### **Living Wage Ordinance**

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

### **Arbitration**

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this Agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this



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Agreement, shall include, by consolidation, joinder or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, the FC and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

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

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **Termination of Agreement**

Proposal specifications should allow for the formal cancellation of the agreement between the FC and Contractor. During the Agreement period, (60) days' notice shall be required for termination of the Agreement.

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

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

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

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



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

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

### **13. Proposal Guidelines**

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

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

### **RFP Exhibits**

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



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# EXHIBIT A

## Required Proposal Submission Outline and Forms

Please provide your submission in one pdf file to [info@cambridgefoundry.org](mailto:info@cambridgefoundry.org) no later than 5:00 pm on February 1, 2022.

### Part 1: Company Overview

Provide a brief history of the entity's experience in providing property management for a mixed-use building providing public access to arts and educational programs, including flexible use spaces.

Include information on number of current accounts, years in business, and number and make up of staff. Provide evidence that the individual or company has a minimum of five (5) years of successful business experience performing comparable services to those under this RFP.

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

### Part 2: Property Management Experience & Personnel

- a. Provide a list up to five (5) current or former property management client(s) for comparably occupied building(s). Please include the following:
  - Name and address of the organization
  - Name and title of client contact
  - Telephone number of client contact
  - Date that service began and reason for termination (if applicable)
- b. Provide resumes for the proposed site manager and key management staff for the Foundry. Resumes should include education, experience, specific professional accomplishments and any special qualifications. Describe the wage range for your employees. Successful respondents must meet the City of Cambridge's Living Wage ordinance. The 2021 minimum living wage is \$16.65 an hour (2021 rate; may be increased, see Exhibit C).
- c. Describe the efforts your firm will take to hire and retain women, and people of color to serve property management functions at all levels for the Foundry, including in senior management and organizational leadership roles at your company.



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

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

### **Part 4: Fees**

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



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# EXHIBIT B

## Cambridge Foundry Mission and Vision

### Mission

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

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

### Vision

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

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

### Objectives

#### Innovative Programs

- Foster a center of creativity and innovation through the shared use of space populated with complementary uses that is accessible to all.
- Create mentorship, internship, apprenticeship, workforce training, and educational programs for Cambridge residents that can directly benefit and engage the surrounding community.



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- Include significant training opportunities in the areas of science, technology, engineering, arts, and math (STEAM) fields that can effectively introduce and prepare Cambridge residents for the existing and growing professional fields that have emerged in Kendall Square area over the past several years.
- Capitalize on the commercial success of Kendall Square's redevelopment to create a unique collaborative environment as a citywide resource, with a diverse mix of cultural, educational, and commercial uses emphasizing youth and senior engagement, with a particular focus on under-represented, lower income households.

## **Building and Site Development**

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

## **Operational and Financial Structure**

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



**Physical Address**  
101 Rogers St.  
Cambridge, MA 02142

**Mailing Address**  
255 Main St., 8th Floor  
Cambridge, MA 02142

# Exhibit C

## City of Cambridge Living Wage Ordinance

### City of Cambridge Living Wage Ordinance Fact Sheet

#### Chapter 2.121 of the Cambridge Municipal Code

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

**Effective date:** The Cambridge City Council enacted the Living Wage Ordinance effective July 2, 1999.

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

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

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



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

Living Wage: Effective March 1, 2021 the Living Wage is \$16.65 per hour, subject to annual CPI adjustments each March 1st. Cuts in non-wage benefits prohibited: No Covered Employer may fund any wage increase required by the ordinance by reducing health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

Waivers: The City Manager may grant waivers to the requirements of the ordinance. There are three types of waivers: (a) General Waiver: if the City Solicitor finds that application of the ordinance would violate a specific federal or state statute or regulation; (b) Hardship Waiver: a non-profit employer may apply to the City Manager for a waiver if payment of the Living Wage would cause a substantial hardship; and (c) Chapter 30B Waiver: prior to issuing an invitation to bid for a services contract a department may ask the City Manager for a Living Wage waiver if it would make the contract inordinately expensive or would result in a significant loss of services.

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

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



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

For City Employees:

Personnel Director  
City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139  
(617) 349-4332

For Non-City Employees:

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