

City of Nashua, NH
May 2023

Request for Proposal for: “Nimco Property” A Development Opportunity





THE CITY OF NASHUA

Administrative Services
Purchasing Department

"The Gate City"

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I. Executive Summary

The City of Nashua invites qualified developers to submit proposals for redevelopment of a City-owned parcel of land known as the "Nimco Property" a defunct building with adjacent land area ("the Property"). The Property is approximately 3+ acres in land area. It is located in Downtown Nashua off the Veterans Memorial Parkway. The City seeks to lease or sell the Property to a developer, which will develop a market rate residential project, although other uses are allowed. A preliminary conceptual plan and a planning study (see Attachment A) indicates the opportunity for a 150 units of residential housing.

This request for Proposals (RFP) requests information concerning the proposer's qualifications and capacity as well as preliminary concept in terms of program, design, and approach. Based upon the City's evaluation of proposals submitted in response to this RFP, the City may either: (1) directly select a proposer with whom to enter into an Exclusive Negotiation Agreement (i.e. a Development Agreement); or (2) invite a shortlist of proposers to present additional details for their proposals which would include financial feasibility and proposed financial terms, and, based on evaluation of such refined proposals, select a proposer with whom to enter into an Development Agreement. The Development Agreement will create a timeline in which the selected proposer will conduct due diligence, obtain approvals and ultimately outline the transfer of the Property.

This opportunity for development comes at an exciting time in Downtown Nashua. The City has invested significant resources in downtown, including new sidewalks, a new performing arts center, and the creation of new access to downtown via the recently completed Veterans Memorial Parkway. These investments are paying dividends; several significant private sector projects are underway in downtown that will add to downtown's vibrancy. These projects include adaptive reuse projects that convert vacant mill buildings to residential uses. Downtown Nashua offers significant assets which contribute to the opportunity for redevelopment. This opportunity includes immediate access to municipal parking and approximately one million square feet of retail/mixed use space within 15 minutes walking distance of the Property.

The following RFP summarizes the opportunity, including market area characteristics, downtown profile, the Parcel location, profile, zoning, and parking. It details the City's objectives for the project, submission requirements, and the process for reviewing proposals, including evaluation criteria, and process for land deposition.

Why Invest in Nashua?

Located just a 45-minute commute from Boston, [Nashua](#) is an ideal home for families who want to enjoy the amenities of one of the country's largest cities without the price tag. (There's no state income or sales tax in New Hampshire).

Nashua was twice named "Best Place to Live in America" in annual surveys by [Money](#) magazine. It is the only city to get the No. 1 ranking on two occasions—in 1987 and 1998.



II. RFP Instructions & Schedule

The City is now accepting submittals electronically via Bid Express. A Digital ID is not required to submit via Bid Express. Please review the electronic documents linked here, [Bid Express Vendor Guide](#) and [Vendor Set-up Guide](#) for more information. Copies are also available on the City's website in the Purchasing section within the Bids section.

If a developer chooses to submit their proposal outside of Bid Express, the following is an alternate option:

Submit one (1) original and two (2) bound photocopies in a sealed envelope(s) or package(s) clearly marked "Nimco Property Development". A pdf version of all printed material as well as any supplemental digital material shall be submitted in the form of a thumb drive. The proposals and the names of the proposers who submit will be posted on the city website, under Bid Results, within thirty-six (36) hours of bid closing.

Proposals must be submitted, as outlined in the preceding paragraph, no later than 3:00PM on Thursday, June 29th, 2023, c/o Purchasing Office, Room 11, City Hall, 229 Main Street, Nashua NH, 03060. Proposals must be submitted in a format no less than 8.5x11 and no more than 11x17 with digital copies of all printed material. Supporting digital media is allowable but all submissions must address the items specified in the submission requirements section of this proposal via printed material. Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time. The City has the right to waive any informalities in the submittal procedure. The City of Nashua may reject any or all of the proposals on any basis and without disclosure of a reason.

Complete specifications and related documentation is available on our website, content related to the RFP may be updated to provide new information as it becomes available or in response to questions submitted in writing. www.nashuanh.gov, under Services, Bid Opportunities, document RFP0742-062923. Timeline for development is as follows:

Milestone	Date/Time	Location
Issued Request for Proposal	May 1 st	https://www.nashuanh.gov/Bids.aspx
Pre-Proposal Conference & Site Visit	May 16, 2023 3:00 pm	City Hall Auditorium 229 Main Street Nashua, NH 03060
Deadline for Developer Questions	May 23, 2023 10:00 am	-
Answers / Clarification Posted	June 1, 2023 3:00 pm	-
RFP Response Deadline	June 29 th 3:00pm	City Hall Purchasing Department, Room 11 229 Main Street Nashua, NH 03060
Developer Short List Review	July/August	-



Public/Committee Presentation	TBD	-
Presentation to Alderman	TBD	-
Developer Selection for Negotiations or Submittal of Proposals Details	TBD	-
Exclusive Negotiation Agreement, Disposition & Development Agreement (see Section IX)	TBD	-

RFP Questions

Inquiries must be submitted in writing, citing the RFP title, RFP number, Page, Section, and received no later than May 23, 2023 at 10:00 am. Developers are encouraged to submit written questions via email; however, the City assumes no liability for assuring accurate and complete email transmission/receipt and is not responsible to acknowledge receipt. Questions submitted by email are to be sent to:

Amy Girard
Purchasing Manager
City of Nashua
229 Main Street
Nashua, NH 03060
Email: purchasing@nashuanh.gov
Phone: (603) 589-3330

The City will consider all timely-received questions and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP. Answers to submitted questions and other addenda will be posted under document RFP0742-062923 on the City of Nashua website; www.nashuanh.gov, under Services, Bid Opportunities no later than June 1, 2023 at 3:00PM.

The proposer shall fill out and submit as part of its proposal an Acknowledgment of all Addenda to the RFP. Addenda to the RFP will be posted periodically to the City of Nashua web page under "Bid Opportunities".

The City is exempt from all taxes. All bids must be delivered to the City of Nashua, NH at your own costs. All bidders must comply with all applicable Equal Employment Opportunity laws and regulations.

Pursuant to NRO 5-78 (F), the purchasing manager shall not solicit a bid from a contractor who is in default on the payment of taxes, licenses or other monies due the City. Therefore, this bid request is void as to anyone who is in default on said payments.

III. Pre-Proposal Conference

A pre-proposal conference will be offered on **May 16, 2023**, the meeting will be held at 3:00 p.m. in Auditorium at Nashua City Hall 229 Main Street, Nashua, New Hampshire. The purpose of the conference is to discuss the City's objectives and relevant information concerning the site and context for development and to answer questions about the RFP. Attendance by a representative of each proposer is encouraged but optional.



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Requests for participation remotely via a web connection can be accommodated if desired via the zoom meeting platform only. A walking tour of downtown and the development area will be conducted following the Pre-Proposal Conference.



IV. Background

Recently, the Board of Alderman approved Resolution R-23-099 to outline a concept and plan for how the land could be used. In an effort to better inform the private sector and aid in their response to the RFP. The reasoning for pursuit of housing development of the parking lot is outlined as follows:

- Nashua provides a high quality of life in downtown and the vitality of downtown enhances the reputation of the City and is a benefit to all its citizens through increased tax base and increased economic and social opportunities.
- Downtown residents contribute to consumer spending for downtown businesses, and stimulate new businesses for a balanced mix of downtown uses.
- Because people are attracted to live downtown, there is a growing shortage of high quality living options and new rental housing in Nashua's Downtown.
- The land area is currently underutilized. As such, the City of Nashua desires to incentivize the highest and best use of the land for everyone's mutual benefit.

Nashua's Strong Demographics

Nashua residents say young families are moving back to the town, more businesses are springing up on the charming Main Street drag, and new housing developments, coupled with a strong job market, are re-energizing the once sleepy community.

"The dynamics of the downtown are changing, and that's a cool thing," says Jessica dePontbriand, owner of jajaBelle's, a bakery on Main Street. "There's a vibe that's changed even in the past two years, and it's being driven by young people."

(Source: [Nashua #16 Best Place to Live in 2016](#))

The Mayor and the Board of Aldermen support development of the Property to grow the tax base and create new high quality housing stock in downtown.

Enhancing the livability and vibrancy of downtown is one of the City of Nashua's biggest growth opportunities. The City updated the City-wide Master Plan and created a downtown riverfront plan to reinforce the priority for investment of the downtown, specifically the waterfront. Key elements of the city's vision for the downtown are:

- Having a sense of place created by the pedestrian friendly environment.
- A walkable and vibrant environment between the Nashua River and City Hall.
- A strong sense of place rooted in a traditional streetscape.
- A place that contains public art, significant landscaping, and public spaces.

The City will also consider needed infrastructure improvements for the area surrounding the Parcel, examine zoning code and building regulations, and design standards. The desired development is the product of a plan that has gone through a public process and garnered wide-spread support from city residents and downtown stakeholders.

The City will lead a public involvement process for development of the Parcel to ensure community input is obtained and their comments understood and ensure information on project progress is readily available to the public. A key local stakeholder will be the Nashua Millyard Associates, which is a collective of building owners in the area.



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Project Location & Area Description

Nashua is the second largest city in the State of New Hampshire and benefits from the economic activity of the Boston Metropolitan Region. The City of Nashua is home to a robust and highly educated employment base, combined with a vibrant economy and excellent schools. The City has a national reputation as one of the best cities in the U.S. and won the title "Best Place to Live in America" by Money Magazine twice. It has a population of approximately 92,000 and is experiencing demand for additional growth as indicated by low vacancy rates, high absorption rates, and year over year rent increases and is experiencing demand for additional growth. Nashua is in Hillsborough County, which has an estimated population of 423,000 (in 2020).

Nashua, NH



Nashua has easy access to the metropolitan area of Boston. The City of Boston is located 60 miles southeast, approximately a one-hour drive, and employment centers on the 495 North portion of the Boston metro area are only a few miles south of Nashua. Many people employed in the Boston metro area choose to live in southern New Hampshire because of the low tax environment, lower cost of living, and high quality of life. Residents can enjoy a range of activities, including biking, sailing, fishing, skiing, and hiking, all within a short driving distance. The beautiful setting and the strong sense of community make Nashua a desirable location to live, work and play. Residents have easy access to many world-class natural areas including: The Lakes Region, the White Mountains, The Mount Monadnock Area, The Green Mountains, Hampton Beach and the Seacoast, and the Great North Woods.

Additionally, there are numerous public pools, parks, golf courses, tennis facilities, and walking trails closer within a minute drive of the Parcel. Along with the City's excellent public school system, there are three institutions of higher learning including Rivier University, and Nashua Community College that contribute talent to the local economy and employment base.



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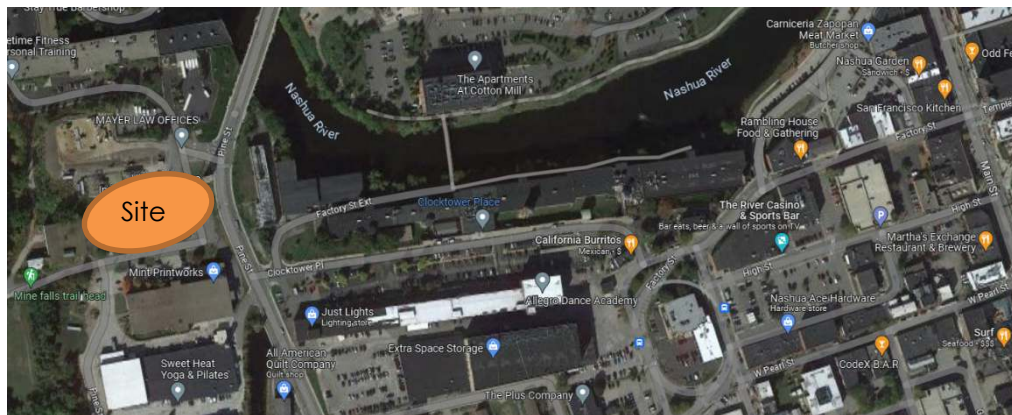
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Downtown Nashua

Downtown Nashua is a historic early industrial mill town that naturally aggregated at the banks of the Nashua River. As such, Downtown is riverfront-oriented, with historic mills and infrastructure intertwined with the topography of the land along the river. Downtown's arrangement of historic structures, with much of the region's past reflected in the layout, design, and character, provides excellent public settings for unique early industrial waterfront vistas. Downtown Nashua inevitably plays a role as the center of social cultural life of the City. Downtown is an employment center, home to BAE Engineering, Southern New Hampshire Medical Center, City Hall, and County Courthouse, which buoy downtown's Main Street with political, administrative, professional, and tourist activities.

Our vision for Downtown Nashua is a neighborhood where residents contribute to and enjoy a vital and safe city center, where ownership and use of cars is a choice, not a necessity, and where dense housing encourages sustainable use of land and supports walkability.



Local businesses contribute significantly to the active social and entertainment scene in our downtown. Downtown venues host live shows and entertainment regularly. Downtown is home to a vibrant restaurant scene as well. New restaurants have successfully launched in the past year. The Chamber of Commerce is also highly engaged in creating a lively networking environment through both chamber membership and a young professional membership organization know at iUGO. Downtown Nashua is also home to Great American Downtown (GAD), a non-profit events and marketing organization. GAD hosts over a dozen events annually and attracts 30,000 visitors to their premier Holiday Stroll event alone. Please visit the GAD web page to learn more about all programming in downtown: <http://downtownnashua.org/>

Amenities in Downtown Nashua

This RFP presents an opportunity to develop an important downtown project in an area that includes the following amenities:



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- Rich historic early industrial architecture
- An active employment and retail center
- A growing residential sector which is contributing to the vitality of Main Street retail
- Over 400 local restaurants, shops, and services
- A full-service grocery store
- The second largest farmer's market in the state
- Theaters, including the Keefe Auditorium
- The Riverwalk, the waterfront boardwalk that connects to Mine Falls Park
- Bicentennial Park, Railroad Square, Renaissance Park, and the Heritage Rail Trail
- The Transit Center (hosting seven fixed routes)
- Holman Stadium (a historic baseball stadium)
- The Hunt Memorial Library
- The Nashua Millyard and Technology Park
- The Nashua Public Library

Multifamily Success in Nashua

- *Clocktower Place* - .2mi
 - 326 Units
 - 99% Occupied
- *Cotton Mill* - .4mi
 - 101 Units
 - 100% Occupied
- *Palm Square* - .5mi
 - 140 Units
 - 99% Occupied
- *Tara Heights* - 6.0mi
 - 564 Units
 - 98% Occupied

Development projects recently completed or currently underway

- **Main Street Sidewalks** – An extensive 4-year beautification of Main Street will be completed this year. The renovations include the replacement of all curbs, sidewalks, fixture, signals, signage, and lighting on Main Street between City Hall and Railroad Square. The improved aesthetics and pedestrian amenities are contributing to the quality of life and sense of place for Downtown Nashua.
- **Cotton Mill** – Completed in 2015, this 101-unit apartment building successfully restored an early industrial brick warehouse facility to a mix of market and affordable units. When the building received certificate of occupancy, the units leased up almost immediately. The building has been fully occupied since.
- **Broad Street Parkway** – The newly constructed parkway is a 2-lane roadway approximately 1.8 miles long which creates direct access between the Broad Street interchange with the F.E. Everett Turnpike and the westerly edge of Downtown Nashua.
- **Franklin Mill** – Approximately 170-unit market rate apartment building which is currently under construction. This development will include high quality resident amenities, including a movie theater and a basketball court. Leasing is anticipated to start in spring of 2017.
- **Picker Mill** – This building over 80,000 square feet on the Nashua River is slated for redevelopment as market rate condominiums.

Walk Score

The Parcel has a Walk Score of 94 out of 100. WalkScore.com considers this location a "Walker's Paradise" as daily errands do not require a car. According to [Source: Gary Pivo, University of Arizona](#), there is a relationship between Walk Score and default risk in multifamily housing. The study shows that very high Walk Scores indicate a significant reduction of default risk. Where a Walk Score is 80 or more the relative risk of default is 60% lower than where Walk Score is less than 80. The study looked at the performance of nearly 37,000 multifamily mortgages in order to derive their findings.



V. Development Opportunity

The Property

The property is 3 to 4 acres, but the parcels are not laid out as a uniform square of postage stamp, which may make using some of the land difficult. Currently used mainly as land / open space with a defunct mill building on it. The following use is specifically identified in resolution R-23-099 as acceptable for development proposals:

8

PREFERRED OPTIONS




Figure 8.1 "Most Dense" Option Site Perspective




Figure 8.2 "Least Dense" Option Site Perspective

Most Dense
One Building

← →

Least Dense
Three Buildings

The team reviewed multiple options for the parcel, testing a range of densities, building heights and volumes, unit mix ratios, parking counts, street frontage activities, pedestrian links, and open space connections. These options were evaluated for scale, access, efficiency, construction cost and marketability.

A few consistencies are notable. Both options include a similar proportion of unit sizes, dominantly 2-bedroom apartments. Both options also include 22 parking spaces on-street along an improved Spine Road, and allow for additional 15 spaces on the Smokestack parcel. Additional parking that has not been included in the counts are off-site, on the Mill Cove Lot nearby. This parking is noted as being a far walk for the residential use for this development.

Detailed project data, diagrams, and cost estimates for these options are on the following pages.

8.1 Density

The two preferred schemes are further developed into "most dense" and "least dense", as described below.

Option 1 "most dense" comprises a single U-shaped building with below grade structured parking accessed off Spine Street. This approximately 220,000 square foot building may house approximately 208 residential apartments, with a ratio of 1.34 parking spaces for each unit. 155 parking spaces are sited in the parking level, and additional 52 parking spaces in the front parking lot. The structure would be constructed of noncombustible wood frame over two levels of steel or

			Dwelling Units	Surface Parking	Podium Parking	Below Grade Parking	On Street Parking	On Site Parking	Parking (Map 77 Lot 1)	Map 77 Lot 28	Abbotting City Parking	Cove Lot	City Parking Lots
Most Dense	80 DU/Ac	One Building	180	52	0	148	22	222	15	18	255	143	598
		6 story U with surface parking towards Pine Street and below grade parking							1.23			1.42	2.21
Least Dense	48 DU/Ac	Three Buildings	124	52	60	0	22	134	15	18	187	143	310
		Three 5 story buildings with podium parking in overfront buildings							1.08			1.35	2.50



VI. Development Objectives

The City envisions development of the Parcel with a focus on providing more market rate housing, and a diversity of housing choices to downtown while using structured parking to satisfy a portion of the demand generated by the development. An active, public-oriented, ground floor use, fronting on Pine Street is encouraged. It is anticipated that live-work units may be the best fit for this preference. The City desires a building of an architectural quality that befits the site location and sets the bar for other developments.

- **Residential.** If the proposal is residential in nature, the development will be required to be a minimum of four stories and contain no less than sixty units of market rate housing. A mid-rise building could be supplemented with additional townhouse units fronting on School Street. To the extent not provided by commercial or other active public-oriented uses, live-work units are encouraged to activate the street frontage along High Street. The unit sizes, unit mix, level of finish, and other unit characteristics and building amenities are left to the developer to determine for best fit to the market.

- **Retail/Commercial.** Retail/commercial or other active public-oriented uses, if any, should be oriented along High Street to ensure continuity with existing retail/commercial context surrounding the site. It is at the discretion of the developer to determine if inclusion of a commercial use is viable in this development.

- **Aesthetics and Massing, Zoning.** The building exterior should exhibit integration with the more historic and/or higher quality buildings on the surrounding street, in such elements as window and door openings on to the street. The maximum height permitted in the D-1 Downtown district is six stories or 90 feet (NRO 190-20 A. Item 2), additionally there are no density restrictions in terms of either units per acre or FAR (See [Table 16-3](#)).

- **Stormwater – Environmental Stewardship & Sustainability.** The current site use of surface parking and a single story building largely impervious with little vegetation and even less storm water runoff controls. Development of the site should include provisions to remedy the flow of storm water from the site entering into the City's storm water system. A variety of systems may be applicable for making improvements to the existing storm water runoff conditions. The City would embrace a design that would ensure the environment is held in the highest regard and the proper respect paid specifically to the Nashua River. Collaboration with the City on an innovative streetscape condition in the public right of way which can yield additional environmental benefits is encouraged along Pine Street Ext.



VII. Site Details

Utilities

Utilities are available to the site currently with services within close proximity to the property. The Property currently has power for lighting and fire suppression. Immediate availability of water and gas service, as well as electrical load capacity will be the responsibility of the selected developer and assessments will need to take place during the due diligence phase to ensure the adequate availability. The City is not making any representations about utilities.

Site History/Environmental

The property was the subject of a larger transportation project which took place in the 2010 - 2016 when buildings were demolished and the site consolidated for its current use to accommodate for the construction of the Veterans Memorial Parkway. The City is not aware of any prior uses that would cause concern about the site's environmental condition other than that incidental to a surface parking lot. The City will require a Phase II assessment which will be the responsibility of the selected developer and will be required as part of the due diligence process.

Site Control

The Property has easements running throughout the site. It is the responsibility of the selected developer to work through the title and ensure the land can be developed as proposed. This will most likely happen during the due diligence process.

Site Suitability Report/Design Approval Process

The RFP offers an opportunity to develop an attractive building in Nashua's historic downtown area and will be subject to review by the planning board as part of the ENA process. The Parcel which is located in the D-1 Downtown district is also under the "MU" Mixed Use Overlay. Under the base D-1 District (NRO 190-20) a project meeting use and architectural standards can forego a planning board approval. This RFP envisions a project which may be better suited to utilize the "MU" Mixed Use Overlay (NRO 190-23) approval process with the planning board. Application for approval by the planning board under the Mixed Use Overlay requires the preparation of a "Site Suitability Report" for review by the planning board. The site suitability report allows for the planning board to approve modification to dimensional, use, parking, density, and other requirements beyond the base district. This tool was created by The City of Nashua with the intent to provide the planning board with further flexibility in the design and layout of property. The factors that the suitability report must address are outlined in the City of Nashua Ordinances under NRO 190-280. See Appendix D for details on the Suitability Report. The City as owner/seller will, through the RFP and ENA process, work with the selected developer to ensure a quality of design that is commensurate with the City's objectives while working to meet the goals of the developer.



VIII. Selection & Negotiation

Based upon the City's evaluation of proposals submitted in response to this RFP, the City may either: (1) select a proposer with whom to enter into a development agreement; or (2) invite a shortlist of proposers to submit refined proposals which would include financial feasibility and proposed financial terms, and, based on evaluation of such refined proposals, then select a proposer with whom to enter into an development agreement. The development agreement will allow a period during which due diligence and other preliminary predevelopment activities can occur and the development project prior to any transfer of real estate.

General steps of the Development Agreement period are as follows:

- **Develop Scope of Work due diligence phase.** A scope of work will guide all predevelopment work during the period of the development agreement. A scope will be negotiated with the selected proposer and will include milestones, timelines, and descriptions of deliverable products. The selected proposer's activities will lead to refinement of all elements of the development program, and will be reviews by the City of Nashua approved by the City.

- **Refine development program, conceptual design, financial feasibility analysis, and financial and other terms.** The proposer will be expected to refine development program and design, including details on programming, building layout and massing, and development feasibility in a financial pro forma including sources and uses, cash flow, and basis for market assumptions as well as financial and other terms for the transaction. If financial analysis and terms have previously been provided in a refined proposal, assumptions can be revised based on the work performed in the development agreement. The developer should identify any waivers or variances necessary or off-site improvements needed to make a proposed project feasible. Program shall include:

- Gross and net square feet of finished (habitable) space and unfinished space (e.g. storage, in-building parking) and an estimated cost per square foot to construct.
- Unit type descriptions such as number of bedrooms, bathrooms, areas (sf), and rents.
- If hotel, number, type, and size of rooms and other facilities.
- If performing arts center, the type, size, seats, and other relevant characteristics.
- Square feet, other relevant characteristics of commercial programming.
- A description of any public-oriented spaces or amenities and off-site improvements,
- Number, square footage, and location of on-site parking spaces
- Number, location and proposed terms of utilization of off-site parking spaces

Drawings and plans should include:

- Total programmatic parking needs and how parking needs are met on and off site.
- The building footprint, parking, and location of vehicular and pedestrian access.
- Building elevations and renderings that take into account design guidelines.
- A ground floor plan, a typical upper floor plan and a building cross section.
- Pedestrian circulation and access to the building and surrounding areas.
- A plan of anticipated energy efficiency and storm water mitigation measures.



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- **Project implementation framework.** The project implementation framework will be built around a proposed development budget (sources and uses). The developer will work with the City to create an implementation framework that will identify (1) any needed public infrastructure investments (sewer service, streetscape improvements, etc.); and (2) all private development. After negotiations, the framework will be codified in an amendment to the development agreement if needed.
- a. The City may be able to provide technical assistance (e.g. information or documentation in the City's possession such as: site conditions, sewer flow rates, or traffic capacity, or collaboration in community outreach) to the selected developer through city staff and outside consultants in a manner to be defined in the development agreement.

Note: All plans, drawings, illustrations, reports and studies prepared in support of the work described in the development agreement will be jointly owned by the selected developer and the City.

Deposit

Upon selection of a proposal, a Developer/Respondent will produce a non-refundable deposit in the amount of \$10,000.



IX. Submittal Requirements

Submittal Requirements

Proposals to the RFP shall include at least the following information:

1. Cover Page

The cover Page should include the following information:

- a. Title of RFP
- b. Proposer/Name of Firm
- c. Business Address
- d. Business Phone
- e. Website
- f. Email Address
- g. Contact Person

Any further correspondence by the City to the proposer, for the purposes of this RFP, will be addressed to the proposer's "Contact Person" at the address, phone number, and email address submitted by the proposer in this section.

2. Table of Contents

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. Identification of the Development Entity and the Development Team

State the members of the development entity and the development team. Parties to be required at this stage are the proposer (the entity that would serve as the Developer), financial partner (if any), an architect and any other key design professionals, with other team members being optional.

4. Qualifications of the Development Entity

The proposer shall include the name and a description of the legal entity that would serve as the Developer and be party to the ENA and DDA. The proposer shall also provide the names and addresses of all persons and entities having a financial interest in the proposed development and their roles in the project and the proposing entity. For joint ventures, the proposer must summarize the actual or proposed amount of financial participation and control of each party within the partnership. If the entity is a subsidiary of, or otherwise affiliated with another organization, the proposer shall indicate such relationship. The proposer shall also list any proposed anchor tenants and third-party operators of the development. Provide a summary of qualifications and relevant experience of the organization and key principals and staff. Any extensive presentation materials should be presented at the rear of the proposal package.

Specifically, qualifications shall include information regarding the proposer's ability to finance, develop and manage the proposed project. This shall include a thorough description of prior experience, organizational structure, qualifications of key personnel, financial capabilities and approach to developing and managing the proposed project.

Proposers must supply, at a minimum, the following information:

- Number of years the proposer has been in business, number of employees, and the primary markets served.
- Description of proposing organization's history, legal structure and development experience, qualifications and understanding of the development requirements.



Attach the qualifications of the development and management team to be assigned to this project and include the names of the representative(s) authorized to act on the proposer's behalf.

- Description of the proposer's financial capability to finance the construction and the continuing operation of the proposed project. The nature of this information provided in the proposal is at the discretion of the proposer. The proposer is encouraged to provide the maximum level of information that, along with the proposer's track record, will enable the City to evaluate financial capability.
- Letters of interest from financial institutions are encouraged, but not required.
- Description of significant, comparable project(s) completed including: 1) name and location of project; 2) description of project; 3) total cost of project; 4) lease/contract terms (if any); 5) contact person and phone number for reference (references for public partners in public-private projects are encouraged); 6) specification of your firm's role in the project (e.g. primary developer, development manager, financial partner, consultant, etc.), and 7) the results of the project.
- Key individuals who will be involved in the project on behalf of the development entity and their experience to the extent not described above.
- For entities and individuals, specify their roles in comparable projects.
- The proposer shall also identify any prior relations with the City for the firm, members of its Board, or its officers. The City reserves the right, to request additional information from any member of the development team to determine potential conflicts of interest and to limit or prohibit the participation of any team member or firm due to such conflict.
- Proposer will cooperate fully with any background check.

5. Qualifications of Other Members of the Development Team

For team members identified at this stage, provide a brief profile for each participating firm, as well as the resumes of the key personnel who would be assigned to the project. The proposer should also identify any proposed lending institutions that may participate in the proposed development.

The proposer shall also identify any prior relations with the City for each individual team member or firm, members of its Board or its officers. The City reserves the right, in its sole discretion, to request additional information from any member of the development team to determine potential conflicts of interest and to limit or prohibit the participation of any team member or firm due to such conflict.

Any extensive presentation materials should be presented at the rear of the proposal package.

6. Development Concept

- a. State whether the proposed project is confined to the property offered by the City or if it utilizes adjacent property or air rights. If the latter, specify the location, size, use, level of control/commitment of such adjacent property to be included in the proposer's project. If adjacent properties intended to be included in the project are not under the proposer's control, the proposal should include: (1) a base proposed concept assuming only the offered City property; and (2) a proposed concept assuming the inclusion of the additional adjacent property which identifies the agreement method that will be used to gain site control. If the proposer wishes to propose variances from or changes to the requirements of the Zoning Code, the proposal should identify conditions which developer believes do not meet city code.
- b. Preliminary mix of uses and the approximate gross and net square feet in total and for each use, the number of units, rooms, seats, etc., as appropriate to describe the specific uses.



- c. Preliminary parking proposal in terms of number of on-site spaces and location, number and proposed terms for use of public parking spaces, preliminary estimate of demand for each use.
- d. Preliminary design concept including building height in feet and number of floors, massing, conceptual illustration, and gross square feet and/or parking spaces per floor and significant proposed on-site and off-site civil improvements.
- e. Characterization of development, use and design concepts in terms of whether rental or for-sale, target markets, price points, potential or committed tenants or operators (including level of interest or commitment), design style, quality level, or other that would give the City a better understanding of the character of the project.
- f. Preliminary Schedule of Performance for project implementation including preconstruction, marketing, financing and construction. The Schedule should recognize the City's desire to minimize the interruption in surrounding uses and expedite development which would impact the public right of way.
- g. A description of the proposing organization's approach to developing and managing the proposed project.

The proposer should supplement the above requirements with tables or spreadsheets to assist in summarizing the concepts discussed.

7. Proposal Preferences

The City would prefer that respondents demonstrate how their proposal will address each of the objectives below in their written and graphic materials:

- a. **Community Benefit** – Projects that leverage city resources to achieve measurable community benefits.
- b. **Market** – Description of how project responds to realities of the market.
- c. **Public Involvement** – Development processes that engage the community in a collaborative and proactive process that uses public input to shape the final project.
- d. **Timeliness** – Project that is positioned to move forward in the near term.
- e. **Sustainability** – Development teams which voluntarily self-assess their projects according to the LEED-ND scoring system will be given preferential review.
- f. **Comprehensive Development Goals** –
 - i. Create public art and an inviting public interface at the street level.
 - ii. Provide opportunities, through façade and landscape design, for businesses and residents to participate or offer programmed activities at the street level. See Appendix A for more information on creating activated alleys.
 - iii. Develop highly walkable communities which emphasize active lifestyle options including biking, walking and transit.

8. Acknowledgment

The proposer shall fill out and submit as part of its proposal an Acknowledgment of all Addenda to the RFP. Addenda to the RFP will be posted periodically to the City of Nashua web page under "Bid Opportunities". Be sure to check for addenda prior to proposal submission to the City of Nashua.

Additional or refined information expanding upon the above requirements may be requested of proposer(s) advancing in the disposition process.



9. Insurance

The insurance requirement specified in this section shall apply to Developer and any subcontractors, suppliers, temporary workers, independent Developers, leased employees, or any other persons, firms or corporations that Developer authorizes to work under an ENA (Hereinafter collectively referred to as "Agents"). Developer is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Developer is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million.

Such insurance shall remain in full force and effect throughout the term of the ENA. To the extent that any Agent does not procure and maintain such insurance coverage, the Developer shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or fulfilling Developer's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Developer or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Developer's insurance be primary without any right of contribution from the City of Nashua. Prior to beginning work under an ENA, Developer shall provide the City of Nashua with satisfactory evidence of compliance with the insurance requirement of this section.

A. Types of Insurance

Workers' Compensation and Employers' Liability Insurance

- a. Workers' Compensation with Statutory Limits as required by law.
- b. Employer's Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - *Waiver of Subrogation in the Endorsement Section.*

Commercial General Liability Insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million each occurrence, \$2 million aggregate. Such insurance shall cover all of Developer's operations both at and away from the project site.

- a. The insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Contractual liability.
 - Personal injury.
 - Advertising injury.
 - Explosion, collapse, and underground coverage (xcu).
 - Broad form property coverage.



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b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Cross Liability or Severability of Interests Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Professional Liability of at least \$5 million.

a. The insurance shall include coverage for, but not be limited to:

- Punitive damages.
- Contractual liability.
- Valuable Papers & EDP

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- The policy shall have a retroactive date that precedes the start of the service.
- Such Errors and Omissions policy shall be maintained in full force and effect for three years from the date of completion of construction of the project.
- Waiver of Subrogation

Business Automobile Liability Insurance providing bodily injury and property damage with combined single limit of at least \$1 million per occurrence.

a. This insurance shall include coverage for, but not be limited to:

- All Owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

B. Endorsements

Additional Insured The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the City of Nashua and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Waiver of Subrogation The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the City of Nashua and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted , singly, jointly or severally.



B. Endorsements (Continued)

Primary Insurance The referenced policies and any Excess or Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the City of Nashua.

Severability of Interests or Cross Liability The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interest Clause and stipulate that inclusion of the City of Nashua as an Additional Insured shall not in any way affect the City of Nashua's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Developer. Said policy shall protect Developer and the City of Nashua in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

Evidence of Insurance All Coverages – Prior to commencing work, Developer shall provide the City of Nashua with a certificate of insurance evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Developer's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the City of Nashua.

General Provisions

Notice of Cancellation – The policies shall provide that the Developer's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the City of Nashua.

Acceptable Insurers – All policies will be issued by insurers with a Best's Rating of A- 10 or better.

Self-Insurance – Upon evidence of financial capacity satisfactory to the City of Nashua and Developer's agreement to waive subrogation against the City of Nashua respecting any and all claims that may arise, Developer's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

Failure to Maintain Insurance – All insurance specified above shall remain in force until all work to be performed is satisfactorily completed and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach in of this Contract.

Occurrence Coverage – Insurance shall be provided on an occurrence basis and not a claim-made basis.

Deductibles and Retentions – Developer shall be responsible for payment of any deductible or retention on Developer's policies without right of contribution from the City of Nashua.



X. Evaluation and Selection

Evaluation Criteria

Proposals will be evaluated using the following criteria. Adequate capability to successfully undertake and complete the proposed project is a minimum standard which shall be met before any other criterion is considered:

- **Capability of the Proposer and Development Team.** Primary focus shall be on the experience, qualifications, and financial capacity of the proposer (and financial partner, if any is identified and to the extent firmly committed) considering: track record of securing financing for (or itself financing) and developing projects of comparable nature and comparable or greater scale and of high quality in terms of their use and architecture; evidence of financing relationships and interest in the proposed project; other information indicating the proposer's financial capacity which it chooses to provide at this stage; reputation in the industry for competence and integrity; and successful public-private development experience, if any. The capability and track record for high quality design of the architect/design team will also be considered. Note that a proposer whose qualifications and financial capacity are not considered adequate to successfully undertake the project will not be considered no matter what the proposal's merits on other criteria. Assuming adequacy of qualifications, relative qualifications and capacity will be considered a comparative criterion weighed along with the other criterion.
- **Extent to which the Proposed Development Concept would meet the City's Goals.** This would include the proposed project's ability to: (1) be feasible and delivered in a timely manner, considering likelihood and timing of securing approvals and being market and financially feasible; (2) generate revenues for the City from lease or sale proceeds, real estate taxes, with minimal or no subsidy requested from the City, and generate any other direct or clearly identifiable revenues to the City from the project, thereby enhancing the municipal parking management in a cost-effective manner; and (3) contribute to the vitality, amenity, and economic activity of and in the downtown (all to the extent such factors can be preliminarily assessed at this stage).



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GENERAL PROVISIONS OF THE RFP

1. Additional Information / Addenda

Requests for additional information or clarifications must be made in writing and received in accordance with the rules specified in this RFP, no later than the deadline for receipt of questions specified in the RFP Schedule. The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda which will be posted on the City's website. Proposers should not rely on any, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail. It is the proposer's responsibility to assure receipt of all addenda. The proposer should review the City's website prior to submitting a proposal to assure that all addenda have been received. Proposers are required to acknowledge all addenda received as part of their proposals.

2. Modified Proposals

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the RFP Due Date. The City will only consider the latest version of the proposal and reserves the right to waive any informalities in the submittal procedure.

3. Late Proposals and Late Modifications

Proposals received after the Proposal Due Date and time are late and may not be considered. Modifications received after the Proposal Due Date are also late and may not be considered.

4. RFP Postponement / Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

5. Costs Incurred by Proposers

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer. No payment will be made by the City for any responses received, nor for any other effort required of or made by the proposer in the proposal and negotiation process.

6. Exceptions to the RFP

Any exceptions taken to terms of the RFP must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals, and the implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. All exceptions shall be referenced by utilizing the corresponding Section, paragraph, and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the proposer will accept all terms and conditions.

7. Public Records Law

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with New Hampshire RSA chapter 91-A. Records subject to the provisions of Ch. 91-A be kept and maintained in accordance with such Statute. The Developer shall acknowledge that records and books, not subject to exemption under the law, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under the law or court orders without penalty or reprisal to the City for such disclosure and/or production. The Developer shall also agree to assert, in good faith, any relevant exemptions provided for under the law for records in its possession on behalf of the City.

8. Negotiations

The City may award an Agreement on the basis of offers received in a proposal, without discussions. Therefore, each offer should contain the proposer's best terms from a monetary and technical standpoint. The City reserves the right to enter into negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful Agreement, the City may terminate said negotiations and begin negotiations with the next ranked proposer. This process will continue until an Agreement has been executed or all selected proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations or termination thereof.

9. Compliance With Laws

In performance of the services, the Developer will comply, both as a duty and as a condition of closing, with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Developer to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to the Agreement.

10. Conflict of Interest

The Developer covenants that no person employed by the Developer which exercises any functions or responsibilities in connection with the Proposal or the Agreement has any personal financial interests direct or indirect with the City. The Developer further covenants that, in the performance of the Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of the Developer or its employees must be disclosed in writing to City.

11. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document and, in the Stage II proposal, includes the specified deposit in form of a cashier's check. Failure to comply with these requirements may deem your proposal non-responsive.

12. EEO and ADA

The Developer must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

13. Public Entity Crimes

A developer responding to this RFP shall be deemed to warrant that there exists no circumstance that would disqualify the developer from making its proposal or proceeding with development therein contemplated.



GENERAL PROVISIONS OF THE RFP (CONTINUED)

14. Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

15. Property Taxes and Assessments

The Developer will be responsible for the payment of all property taxes, special assessments, or other public charges on land and improvements except as may otherwise be negotiated. An agreement shall be reached whereby, should the private development be or later become tax-exempt, an in-lieu payment(s) equivalent to the real estate taxes, special assessments, or other public charges that would be due if taxable will be paid.

16. Federal and State Taxes

The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Developer. The Developer shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Developer be authorized to use the City's Tax Exemption Number in securing such materials.

17. Permits And Approvals

No construction will commence without possession of all appropriate approvals and permits from all governing jurisdictions.

18. Indemnification and Hold Harmless

To the fullest extent permitted by laws and regulations, the Developer shall defend, indemnify, and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of the Developer, any subconsultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this Agreement, or (iii) any negligent act or omission of the City or the City's selected and appointed officials, attorneys, administrators, consultants, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and the Developer's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when the Developer (or any subconsultant or any person or organization directly or indirectly employed by the Developer) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of the Developer to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject the Developer to debarment from consideration for future award of city contracts. In any and all claims against the City or any of its consultants, agents, or employees by any employee of the Developer, any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

19. Sale/Lease Contract Award

The award(s), if any, shall be made to the proposer whose proposal shall be deemed by the City's Board of Aldermen to be in the best interest of the City. The City's Board of Aldermen's decision of whether to make the award, and which proposal is in the best interest of the City, shall be final.

20. Subordination

A lease, if any, shall not be made subject to subordination.

21. Performance and Payment Bond

The City will require provision of Performance and Payment Bonds and will consider alternatives as may be more appropriate to the specifics of the project and in the City's best interests.

22. Availability of Funds

The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City's Board of Aldermen.

23. Discrimination

It is understood that the Developer shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, sexual orientation, race, color, religion, national origin, sex, or disability.

24. Warranty of Errors

All representations made herein are believed to be true but the City does not warrant or guaranty the no errors exist. Developers should satisfy themselves before relying on any representations made herein.

25. City Board of Aldermen Discretion

In this procurement, all proposers are placed on notice that the City's Board of Aldermen retains the full and final discretion to select any proposal that it determines is in the best interests of the City, and the City's Board of Aldermen also retains full and final discretion to determine that no proposal will be selected.