



THE COOPER CENTER
FENN & NORTH – PITTSFIELD

June 1, 2021

HAND DELIVERED
Tuesday, June 1, 2021

Office Manager
Berkshire Regional Planning Commission
1 Fenn Street, Suite 201
Pittsfield, MA 01201

Attention: PROPOSAL FOR BRPC OFFICE SPACE LEASE PROPOSAL

Re: Berkshire Regional Planning Commission ("BRPC")
Request for Proposal for Lease of Office Space 2021 ("RFP")

Pursuant to your issuance of the above identified RFP, The Cooper Center, LLC ("TCC") is pleased to submit our Sealed Proposals in accordance with the Instructions to Proposers for Lease for Office Space.

Attached hereto please find two paper copies of our Office Space Lease Proposals dated June 1, 2021 including:

1. Sealed Proposal Narrative together with Plans 1-5 referred to therein.
2. Section 6 Form for General Proposal.
3. DCAMM Disclosure Statement.

The Sealed Price Proposal was submitted under separate cover per your instructions.

Also enclosed is a USB flash drive containing the above referenced materials as well as copies of the Sealed Price Proposals for each of the 3-year, 4 year and 5 year lease terms.

{844087}

THE COOPER CENTER, LLC
134 S. DIXIE HWY, SUITE 208, HALLANDALE BEACH, FL 33009
TEL: (305) 934-1131 EMAIL: ROBERTSHAN@ME.COM

We look forward to the selection committee review of all received proposals and hope to be the successful bidder.

Sincerely,

THE COOPER CENTER, LLC



Jodi Tartell, Manager

{844087}

THE COOPER CENTER, LLC

134 S. DIXIE HWY, SUITE 208, HALLANDALE BEACH, FL 33009
TEL: (305) 934-1131 EMAIL: ROBERTSHAN@ME.COM

HAND DELIVERED
Tuesday, June 1, 2021

Office Manager
Berkshire Regional Planning Commission
1 Fenn Street, Suite 201
Pittsfield, MA 01201

Attention: OFFICE SPACE LEASE PROPOSAL

Re: Berkshire Regional Planning Commission ("BRPC")
Request for Proposal for Lease for Office Space 2021 ("RFP")

Pursuant to your issuance of the above identified RFP, The Cooper Center, LLC ("TCC") is pleased to submit our Sealed Bid Full Proposal ("Proposal") in accordance with the Instructions to Proposers for Lease for Office Space as set out in the BRPC RFP.

1.0 BACKGROUND

BRPC has issued an RFP for a Sealed Bid Proposal for a minimum of 5,800 square feet of office space with a lease commencement date of November 15, 2021.

BRPC is currently a Tenant ("Tenant") under Lease with TCC ("Landlord") pursuant to a Lease dated September 8, 2011, between Berkshire Technology Partners, LLC and Berkshire Regional Planning Commission, as amended on April 12, 2021 to extend the Lease end date to November 30, 2021 (the "Current Lease"). TCC is the current owner of the property and successor landlord under the Current Lease. The Cooper Center is located at 1 Fenn Street, Pittsfield, Massachusetts 01201 ("the Cooper Center" or "Building").

Under the Current Lease, BRPC occupies the following spaces:

- a. 4735 square feet of office space located on the second floor known as Suite 201
- b. 400 square feet of storage and file records space in an elevator accessible basement
- c. Use of the Third Floor Shared Amenities comprised of a conference room of approximately 1,000 square feet and a kitchenette/break area

(collectively, the "Existing Lease Space").

2.0 EXECUTIVE SUMMARY OF TCC PROPOSAL

Our Proposal is for BRPC to remain as a Tenant in the Existing Lease Space and to add additional space to the Lease which will be known as Suite 202. Both Suites 201 and 202 are on the second floor of The Cooper Center and together with the elevator accessible basement storage spaces totals 5,965 square feet of Lease Space exclusive of entry ways, corridors, common circulation areas, service areas, common areas, shared amenity areas, rest rooms and non-usable space.

3.0 DETAIL OF TCC PROPOSAL FOR SPACE TO BE LEASED

3.1 Second Floor Suite 201

BRPC will remain a Tenant of the Second Floor Suite 201 at The Cooper Center comprised of approximately 4,735 square feet of office space in its current built out form as occupied under the Current Lease and generally set out on the Floorplan attached hereto as “Plan 1”, generally providing the following:

- a. 10 separate offices
- b. 10 large cubicles/workspaces
- c. 4 intern cubical/workspaces
- d. Reception Area with clerical admin cubicle/workspace and waiting area
- e. Kitchenette
- f. Large Conference Room
- g. Small Conference Room/Lunch Room
- h. Supplies/Copier Room
- i. Storage Room off the Second Floor Building Lobby
- j. Network/Telecommunications Room
- k. Utility Room

3.2 Second Floor Suite 202

BRPC will lease additional second floor space at The Cooper Center to be known as Suite 202 and comprised of approximately 830 square feet of office space in its current form as set out on the Floorplan attached hereto as “Plan 2”, generally providing the following (the “Additional Second Floor Lease Space”):

- a. 3 separate offices (which when combined with the Existing Lease Space totals 13 separate offices)
- b. 1 large open workspace

3.3 Alterations to Second Floor Suite 202

Upon award of the Lease contract, TCC will, at the direction of BRPC and at the sole cost of TCC, make improvements to the existing floor plan layout of Suite 202 by deleting and/or adding walls to modify the large office on the south side of Suite 202 to create either an additional office or eliminate the office to create open space for additional cubical/work spaces as required by BRPC. This area to be altered is generally set out on the Floorplan attached hereto as “Plan 3”.

All improvements will be designed and constructed to meet applicable federal, state and local codes and ordinances.

See also Floorplan attached hereto as “Plan 4” depicting the entire second floor plan with the Existing Lease Space and the Additional Second Floor Lease Space.

3.4 Basement Storage Space

BRPC will remain a Tenant of the Basement Storage Space at The Cooper Center comprised of approximately 400 square feet of storage space in its current built out form as occupied under the Current Lease and generally providing the following:

- a. Approximately 200 sq. ft. of traffic counter and file storage space located in the elevator accessible basement
- b. Approximately 200 sq. ft. of records/box file storage space located in the elevator accessible basement

3.5 Additional Storage Space

TCC will make available up to an additional 100 square feet of elevator accessible storage within The Cooper Center if required by BRPC at no additional cost to BRPC.

3.6 Third Floor Shared Amenity Areas

BRPC shall continue to have use of the Conference Area and Kitchenette and Break Area in its current built out form and used in common with the Landlord, other tenants in the Building and others entitled to such use under the Current Lease as generally set out on the Floorplan attached hereto as "Plan 5", generally providing the following:

- a. Conference Area of approximately 1,000 square feet
- b. Kitchenette and Break Area equipped with microwave, sink, refrigerator, water cooler and coffee maker

4.0 Response to Specific Requirements Set Out in Section 4.0 of the RFP

OFFICE SPACE MINIMUM REQUIREMENTS

- 4.01** The three Price Proposals providing for an initial term of three, four and five years provide for occupancy on November 15, 2021 and a rent commencement date of December 1, 2021. Each of the term proposals may be extended at BRPC's sole discretion for an additional term totaling 5 years upon notice given by BRPC to TCC at least 180 days prior to the expiration of the then current Lease term.

BRPC shall have use and occupancy of the Existing Lease Space through the existing lease term which expires on November 30, 2021. Such use and occupancy will thereafter continue under the new lease. TCC shall endeavor to provide BRPC access to Suite 202 on November 1, 2021 and occupancy at no cost for the period of November 15, 2021 to November 30, 2021. In the event there is a delay with respect to permitting or construction of the Additional Second Floor Lease Space, TCC shall provide use and occupancy no later than February 1, 2022. Prior to delivery of occupancy of the Additional Second Floor Lease Space, the rental will be reduced on a pro rated basis by dividing (a) the number of square feet in the Additional Second Floor Lease Space by (b) the total number of square feet to be leased by BRPC and applying the resulting percentage to the monthly rental amount (830 square feet / 5,965 square feet = 13.9% x \$5,468 = a savings, for example on a five year lease term, of \$760.85 per month until delivery of the Additional Second Floor Lease Space).

- 4.02 The Bid Prices are annual lease prices for all of the spaces detailed in Section 3.0 of this Proposal (subject to a reduction which may occur as a result of a delay in the completion of the Additional Second Floor Lease Space) and are inclusive of building insurance, real estate taxes, maintenance, common area costs and build out costs and are submitted under separate cover by instrument marked "Price Proposal for BRPC Office Space Lease Proposal" in accordance with the Instructions to Proposers set out in Section 5 of the RFP.

Utilities in the Building comprised of natural gas, other heating fuel, and electricity (including an allocation for solar energy generated on the rooftop of the building) are not separately metered. As provided in the Current Lease, the Cost of Utilities will be calculated on a pro rated basis of the Total Cost of Utilities incurred by TCC for the entire building, divided by the Net Occupied Square Footage of the building, times the Tenant Square Footage. This is same Additional Rent and calculation as set out in the Current Lease. The Utility Share Cost to BRPC for the last 12-month period was approximately \$2.48 per occupied square foot annually. Therefore, the cost to BRPC for the 4735 square foot space was \$11,742.28 for last 12 months or an average of \$978.56 per month. The cost will be somewhat higher as in-office occupancy increases with the re-opening of offices and proportionately higher to take into consideration the Additional Second Floor Lease Space.

No other additional charges or escalation charges will be levied against the Tenant for the term of the Lease.

- 4.03 The Leased space is located in downtown Pittsfield, Massachusetts and within one mile of Park Square and BRTA bus routes. Both Park Square and BRTA bus routes are within walking distance.
- 4.04 Contact Information for 5 current tenants located at The Cooper Center for references are as follows:

Compuworks, Ltd.
Attn: Alan Bauman
Email: abauman@cwsite.com
Tel: (413) 499-0607

Berkshire Housing Development Corporation
Attn: Elton Ogden
Email: eogden@berkshirehousing.com
Tel: (413) 344-4805

Berkshire Housing Services Inc.
Attn: Lisa Wright
Email: lwright@berkshirehousing.com
Tel: (413) 344-4808

Berkshire County Regional Housing Authority
Attn: Brad Gordon
Email: BradG@bcrha.com
Tel: (413) 344-4816

Autobase, LLC
Attn: Nick Shallies
Email: nicholas.shallies@activatords.com
Tel: (317) 699-1615

- 4.05 TCC shall provide 5965 square feet of Leased Office Space as detailed in Section 3.0 herein and in conformity with the terms of the RFP.
- 4.06 TCC is responding to BRPC's needs by re-leasing the current Suite 201 occupied by BRPC and adding the additional Suite 202 (also on the second floor) to achieve in excess of the minimum space requirement square footage set out in the RFP.

By continuing occupancy at The Cooper Center, BRPC will avoid the disruption to operations and added costs associated with relocation of their offices (moving costs, cost to set up IT and other equipment, cost and disruption occasioned by notification of change of location to agencies and people served by BRPC and change of address for correspondence and other BRPC materials). In the event of a delay in delivery of the Additional Second Floor Lease Space as described in Section 4.01 above, BRPC will benefit from the rental savings through to the date of such delivery.

- 4.07 Floor Plans for the leased space and Building are attached hereto as exhibits, as follows:
- a. Plan 1 – Floorplan of current BRPC office space Suite 201
 - b. Plan 2 – Floorplan of proposed additional office space Suite 202
 - c. Plan 3 – Floorplan delineating optional build out of partial Suite 202
 - d. Plan 4 – Floorplan of total building Second Floor Plan
 - e. Plan 5 – Floorplan of Third Floor Shared Amenity Area

TCC has provided data jacks in the Existing Lease Space and, during fit out of the Additional Second Floor Lease Space, TCC will install wiring for data jacks in locations reasonably identified by BRPC from the existing IT room in the current leased space. BRPC shall be responsible for all connections to BRPC's IT network.

- 4.08 BRPC general offices are all proposed to be on the second floor of the building. See attached Plans.
- 4.09 The proposed lease space will be in compliance with all applicable federal, state and local laws and regulations for public facilities including the compliance with the Americans with Disabilities Act. The second floor has both men's and women's ADA compliant rest

rooms off the Fenn Street second floor lobby and are available for the use of BRPC, its employees, visitors and accessible to the public with access provided by BRPC.

The Third Floor Shared Amenity Space has men's and women's bathrooms for use by all users of the Shared Amenity Space.

- 4.10 The Offices, Large Conference Room and Third Floor Shared Amenity Space are accessible and fully functional for meetings for staff and the general public outside of BRPC's standard business hours. The Building has an access control system which can allow access after hours. Signage directing the public is currently present at the Building and additional signage for the additional space and any other signage as reasonably required by BRPC will be added at the sole cost of TCC.
- 4.11 The main entrance lobby off Fenn Street has a dedicated heater to assist in weather control and worker comfort during the winter.
- 4.12 All offices and conference rooms are carpeted.
- 4.13 Construction and renovation of the Building was undertaken by the previous owner of the Building. TCC does not know the exact method of floor soundproofing but has not received any complaints, including noise complaints from BRPC since TCC took ownership of the Building in 2017. No changes for soundproofing are proposed.
- 4.14 Natural lighting is provided to the office spaces by way of clear glazed windows in the locations identified on the attached Floor Plans.
- 4.15 Offices are self-contained units that can be secured by BRPC. The Building is secured and accessible 24 hours per day, seven days a week by an electronic access control system. The access control system can keep the building locked at all times with staff accessing the building with a fob; visitors and public can be granted access through the call box and electronically activated door; and the main entrance door can be programmed to be unlocked during certain hours as deemed appropriate by the tenants. Due to COVID-19, the Building has been kept secured with access only by staff with fobs and visitors being granted access only by tenants through the call box. Access codes have been provided to regular service and delivery personnel. Lighting around the building and entrances is provided at night. The entrance is visible from an active street.

The building entrances and the Fenn Street elevator lobbies are monitored by a camera system with 30 day back up recording.

- 4.16 There is no change to the parking as provided under the Current Lease. Parking for staff (27 spaces) and for public meetings (20 spaces) is available at various points for on street parking. Off street parking is available within an approximate 4 minute walk at the McKay Street parking garage and adjacent to the parking garage in the surface parking lot located at 55 Depot Street, Pittsfield, MA 01201. Both are municipal parking areas. The published rates for parking are Monday through Friday \$1 per hour for on-street

parking during the hours of 8 a.m.-4 p.m. and 50 cents per hour for off street parking in the surface lot front of the McKay Street parking garage and surface lot at Depot Street from 8 a.m. to 4 p.m. The first 30 minutes in metered areas are free. Permit parking is also available during business hours in the McKay Street parking garage (1000+ spaces) at the rate of \$35 per month per space. The McKay Street parking garage is open to the public at no cost evenings after 4 p.m. and all day on weekends. The parking areas and walkways are well-lit and the walkways traversed between the Building and the McKay Street parking garage and Depot Street surface lot are public right of ways which are maintained in the winter.

- 4.17 The Building electrical system will be maintained in accordance with the rules and regulations of the National and Massachusetts Electrical and Building Codes and satisfies the requirements of the utility companies. The current electrical distribution meets the needs for desktop computers, electrical receptacles, plotters, network equipment, copier equipment, kitchenette equipment and the like which is reasonably required by BRPC.
- 4.18 The electrical copier requirement is currently provided in Suite 201. TCC will add additional electrical in Suite 202 as reasonably required by BRPC.
- 4.19 The electrical requirements for the offices/cubes/kitchenette are already provided for in Suite 201. TCC will add additional electrical in Suite 202 as reasonably required by BRPC.
- 4.20 BRPC currently has a private network wiring and distribution system in Suite 201. See also response to Section 4.07 above relating to expanded service into proposed Suite 202.
- 4.21 There are currently three fiber optic services for the Building – Verizon, Spectrum and Mass Broadband Initiative (“MBI”). The MBI service was brought into the Building specifically for BRPC. We believe that all of the providers could supply a 50GB service.
- 4.22 The leased space is serviced by existing heating and air conditioning systems adequate to generally maintain the temperature and humidity levels set out in the RFP. MERV 8 or better filters are used and changed quarterly, and the heating and A/C system is inspected and serviced biannually by an HVAC professional.
- 4.23 The leased space has LED energy efficient lighting and generally conforms to the specifications set out in the RFP.
- 4.24 We expect that additional first and second floor space on the North Street entrance will become available on or after October 1, 2021.
- 4.25 The Building and grounds are maintained in good repair and tenantable condition on a daily basis by an onsite maintenance person. Snow and ice are removed from sidewalks and entrances both during and after normal working hours. Salting and sanding of sidewalks and entrances is undertaken as required. All common areas, including elevators, rest rooms and the like, are maintained by TCC on a regular schedule.

Routine maintenance and repair service is readily available daily from either (a) the TCC onsite maintenance person or (b) the maintenance personnel of Berkshire Housing Services, Inc. which is a tenant in the building and provides contract maintenance and repair services to TCC, both at the cost of TCC.

- 4.26 CAPITAL PROJECTS PLANNED - TCC is currently working on a 5-year capital project plan which may include exterior paint, fixture upgrades to the third floor shared amenity bathroom, installation of additional security cameras, expansion of the access control system and installation of a wall mounted tv in the common conference room.
- 4.27 JANITORIAL SERVICES within the leased space – By tenant
- 4.28 There are two existing dumpsters to the rear of the building for garbage and mixed recycling generated by tenants in the ordinary course of business. There is also a mixed recycling container in the vending area on the second floor, which TCC transfers to the mixed recycling dumpster as needed.

OFFICE SPACE EXTRAS

- 4.27 [sic] An Auxiliary Large Conference room is provided for as detailed in Section 3.6 above (“Third Floor Shared Amenity Areas”), is close to restrooms, has a separate adjustable thermostat, has room for a built in large screen, has wifi, and can accommodate audio/video presentations with zone controllable lights. The adjacent kitchenette and Break Area is equipped with microwave, sink, refrigerator, water cooler and coffee maker.
- 4.28 [sic] BRPC will have reasonable flexibility in hanging bulletin boards, clocks, decorations or other items on the walls as part of the normal course of business. BRPC may repaint with the paint colors approved by TCC, which approval shall not be unreasonably withheld.
- 4.29 For energy efficiency, see Section 4.02, 4.22 and 4.23.
- 4.30 For access to dumpsters, see the first Section 28 above.
- 4.31 For ability to expand space in the same building, see Section 4.24 above.
- 4.32 Bike racks are provided on the asphalt area on the north side of the building. Benches, a fountain and green space are located at Park Square and other green spaces within a 5 minute walk.
- 6.10 TCC will comply with Section 6.10 Insurance Requirements.
- 6.12 Equal Opportunity Compliance. TCC will comply with BRPC’s Affirmative Action Plan policies as follows:

- A. TCC will abide by the letter and spirit of BRPC's equal employment hiring policies, in the recruiting and hiring of personnel for work on BRPC's contracts.
- B. There shall be no discrimination against any employee who is employed by TCC, or against any applicant for such employment, because of race, religion, color, gender, sexual orientation, marital status, veteran status, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TCC shall insert a similar provision in all subcontracts for services covered by this Contract.
- C. TCC is prepared to provide evidence to BRPC, upon request, of its equal opportunity practices.

Respectfully submitted,

THE COOPER CENTER, LLC

By: _____

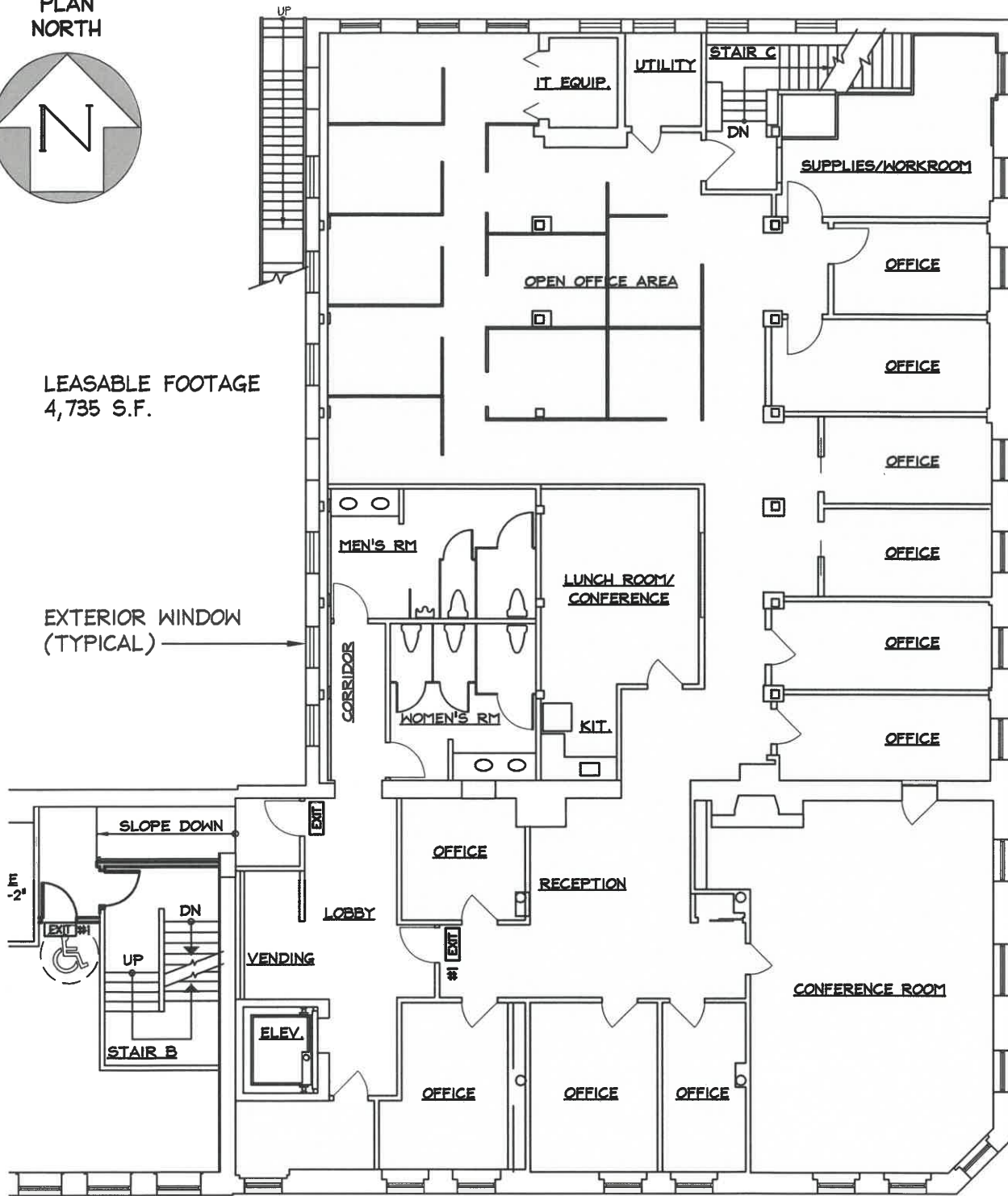
Jodi Tartell, Manager

PLAN
NORTH



LEASABLE FOOTAGE
4,735 S.F.

EXTERIOR WINDOW
(TYPICAL)



DRAWN BY: MTK/DB
DATE DRAWN: 06/01/21
SCALE: N.T.S.
APV'D BY:

CAD CODE:
MI-2275-001-SK-1.dwg

PROJECT NUMBER:

THE COOPER CENTER

1 FENN STREET & 116 NORTH STREET
PITSFIELD, MA

PROJECT DESCRIPTION

BERKSHIRE REGIONAL
PLANNING COMMISSION
RFP

DRAWING TITLE

CURRENT BRPC OFFICE
SPACE SUITE 201



50 Depot Street
Dalton, MA 01226
(413) 684-0925

44 Spring Street
Adams, MA 01220
(413) 743-0013
www.hillengineers.com

REV.	DESCRIPTION	DATE
A	ISSUED	06/01/21

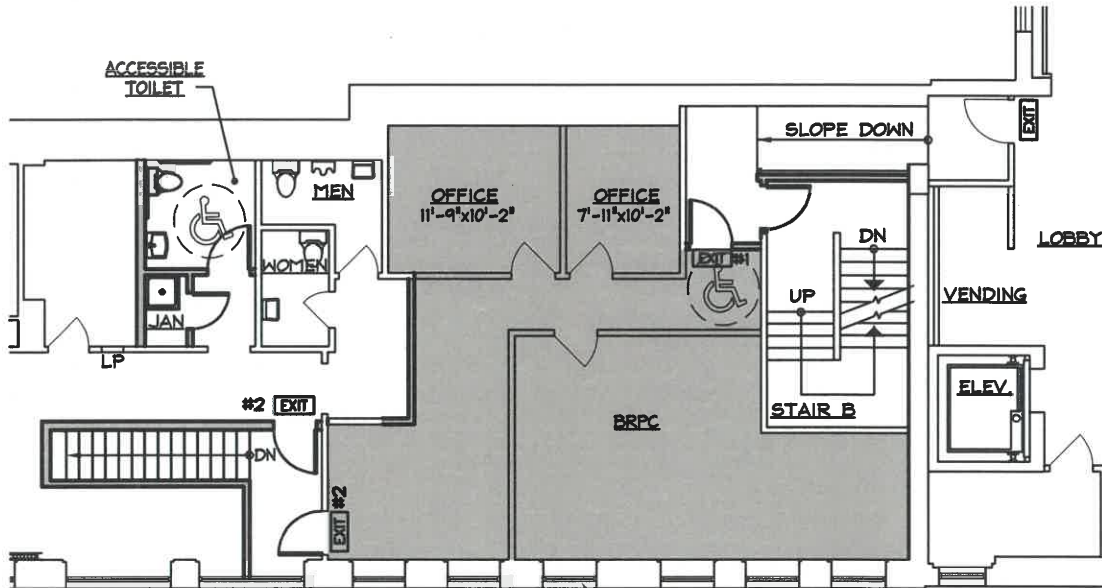
DRAWING NUMBER

REV.

PLAN NO. 1

A

PLAN
NORTH



LEASABLE FOOTAGE
830 S.F.

EXTERIOR WINDOW
(TYPICAL)

LEGEND



OFFICE (EXISTING OFFICES)

DRAWN BY: MTK/DB
DATE DRAWN: 06/01/21
SCALE: N.T.S.
APV'D BY:

CAD CODE:
MI-2275-001-SK-2.dwg

PROJECT NUMBER:

THE COOPER CENTER

1 FENN STREET & 116 NORTH STREET
PITSFIELD, MA

PROJECT DESCRIPTION

BERKSHIRE REGIONAL
PLANNING COMMISSION
RFP

DRAWING TITLE

PROPOSED ADDITIONAL
OFFICE SPACE
SUITE 202

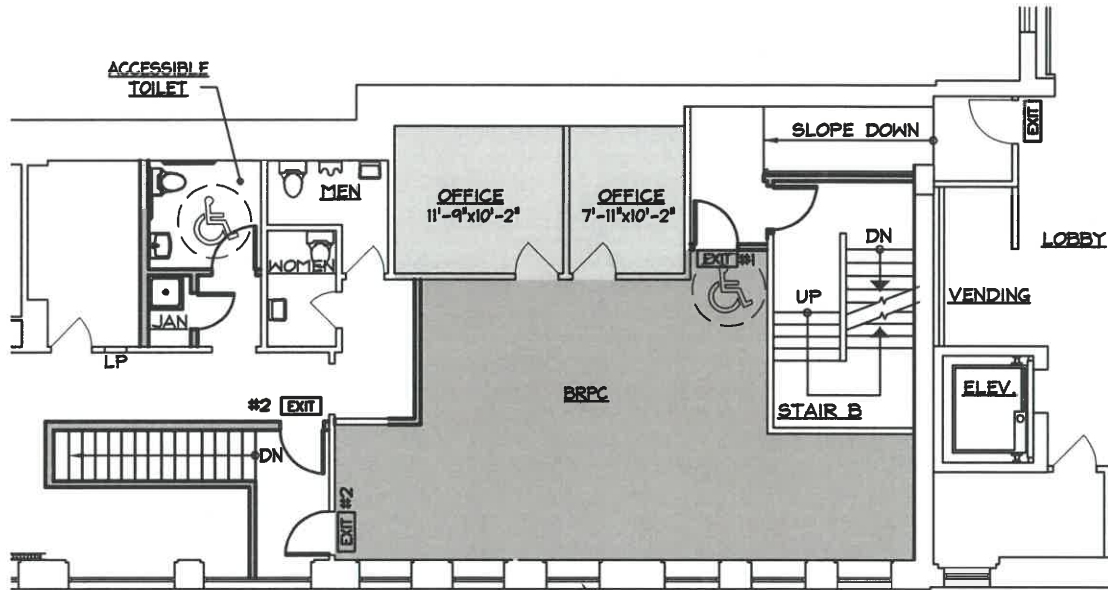


50 Depot Street
Dalton, MA 01226
(413) 684-0925

44 Spring Street
Adams, MA 01220
(413) 743-0013
www.hillengineers.com

DRAWING NUMBER	REV.	REV.	DESCRIPTION	DRN.	CHK'D.	DATE
PLAN NO. 2	A	A	ISSUED	DB		06/01/21


PLAN
NORTH



LEASABLE FOOTAGE
830 S.F.

EXTERIOR WINDOW
(TYPICAL)

LEGEND

 OFFICE (EXISTING OFFICES)

 OPEN OFFICE (MODIFIED AS
DIRECTED BY BRPC)

DRAWN BY: MTK/DB
DATE DRAWN: 06/01/21
SCALE: N.T.S.
APV'D BY:

CAD CODE:
MI-2275-001-SK-3.dwg

PROJECT NUMBER:

THE COOPER CENTER

1 FENN STREET & 116 NORTH STREET
PITSFIELD, MA

PROJECT DESCRIPTION

DRAWING TITLE

BERKSHIRE REGIONAL
PLANNING COMMISSION
RFP

PROPOSED ADDITIONAL
OFFICE SPACE
SUITE 202



50 Depot Street
Dalton, MA 01226
(413) 684-0925

44 Spring Street
Adams, MA 01220
(413) 743-0013
www.hillengineers.com

REV.	DESCRIPTION	DATE
A	ISSUED	06/01/21

DRAWING NUMBER

REV.

PLAN NO. 3

A



50 Depot Street
Dalton, MA 01226
(413) 684-0925

44 Spring Street
Adams, MA 01220
(413) 743-0013
www.hillengineers.com

REV	DESCRIPTION	DR'NCK'D	DATE
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PRELIMINARY

OVERALL
ID FLOOR PLAN

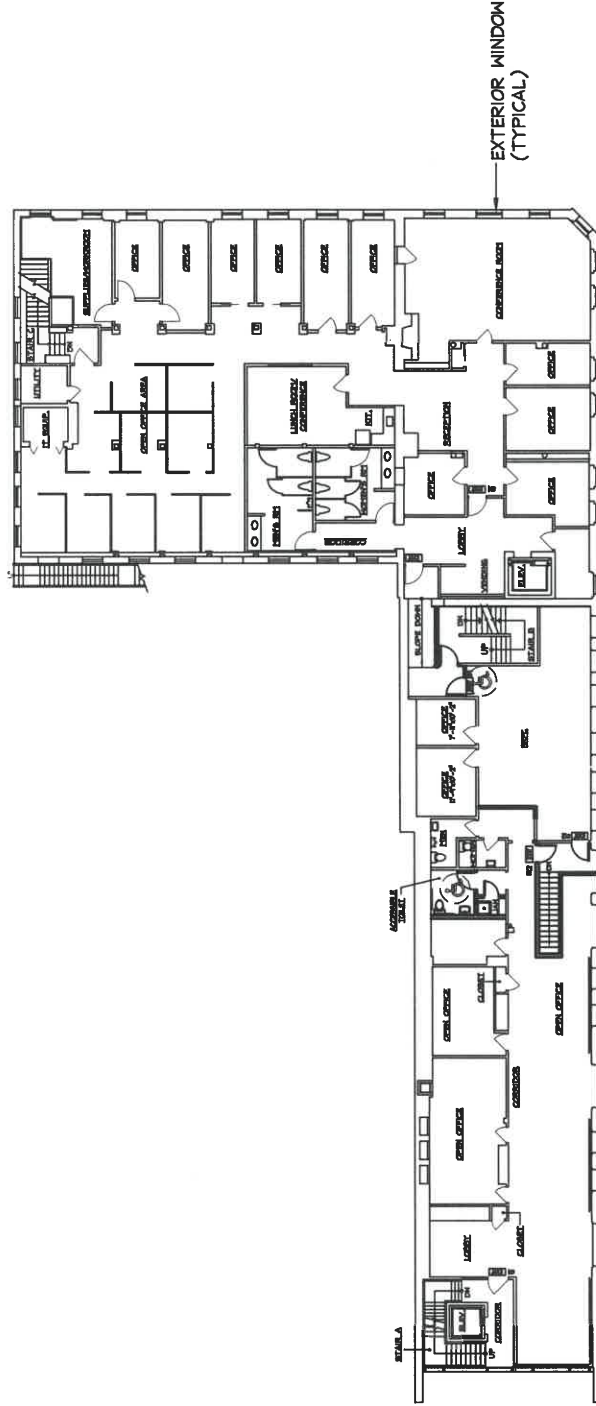
THE COOPER CENTER
1 FENN STREET & 116 NORTH STREET
PITTSFIELD, MA 01201

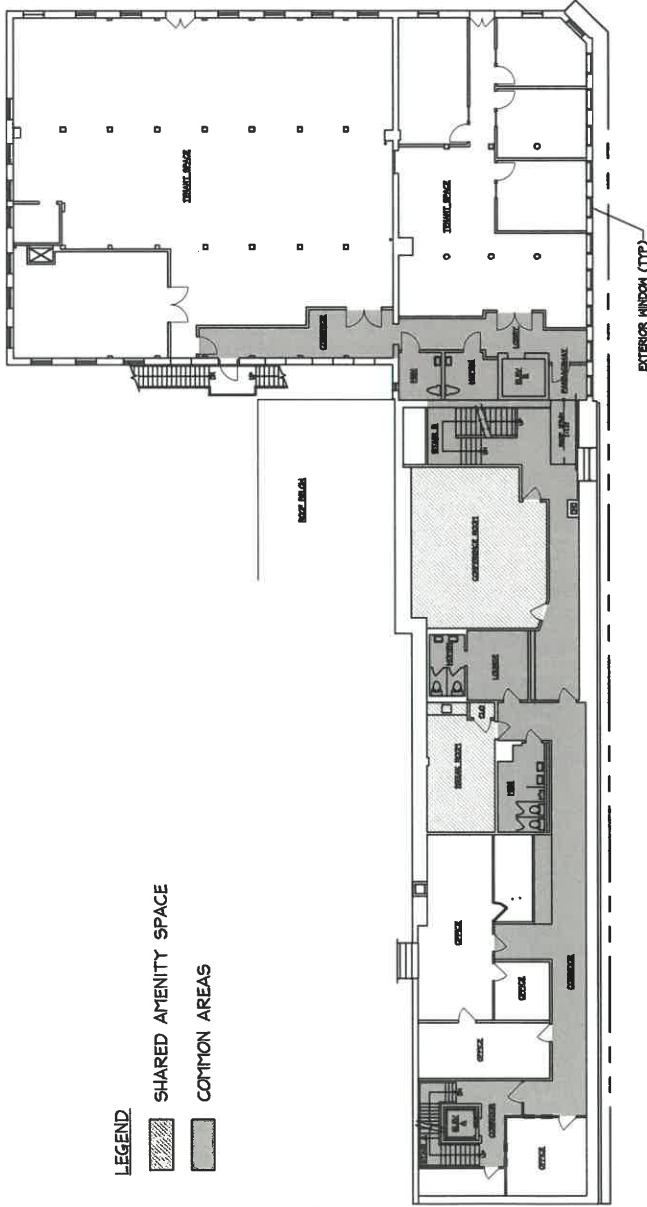
BERKSHIRE REGIONAL
PLANNING COMMISSION RFP

DRAWN BY _____ MTK/DB _____
 DATE DRAWN _____ 06/01/21 _____
 SCALE _____ N.T.S. _____
 AP'D BY _____

CAD CODE:
M1-2275-001-SK-4.dwg

DRAWING NUMBER	PLAN NO. 4
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50 Depot Street
Dorchester, MA 01926
(413) 684-0925

44 Spring Street
Adams, MA 01220
(413) 743-0013
www.hillengineers.com

REV	DESCRIPTION	DATE
A	ISSUED	06/01/21
DB		

PRELIMINARY

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THE COOPER CENTER 1 FENN STREET & 116 NORTH STREET PITTSFIELD, MA 01201	PROJECT DESCRIPTION BERKSHIRE REGIONAL PLANNING COMMISSION RFP	DRAWING TITLE THIRD FLOOR SHARED AMENITY AREAS
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CAD CODE: T11-2275-001-SK-5.dwg			
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PLAN NO. 5		A	

6. FORM FOR GENERAL PROPOSAL

TO: The Berkshire Regional Planning Commission (**BRPC**), acting through its Executive Director, who constitutes the Awarding Authority

FROM: The Cooper Center, LLC

PROPOSER COMPANY NAME

1 Fenn Street, Pittsfield, MA 01201

ADDRESS

thecoopercenter.com

WEB ADDRESS IF AVAILABLE

Robert Shan - Email: robertshan@me.com Tel: (305) 934-1131

CONTACT PERSON / PHONE / EMAIL

Jodi Tartell - Email: joditartell@mac.com Tel: (305) 725-7725

- 6.01 SERVICES PROVIDED: The undersigned proposes to furnish all services in accordance with the specifications and contract with the **BRPC** for:

LEASE FOR BRPC OFFICE SPACE

- 4.18 NOTICES AND ADDENDA: The undersigned agrees that the following notices and/or addenda, which have been issued during the proposing period, have been received and have been considered both before and in the preparation of this Proposal. The Proposer further understands that failure to acknowledge any addenda will be sufficient basis for rejection of the Proposal.

ADDENDUM	DATE RECEIVED
N	

- 6.03 The undersigned hereby certifies that the Proposer can furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that the Proposer will fully comply with all laws and regulations applicable to awards subject to M.G.L. 149 §44A.
- 6.04 FAIR PROPOSAL: The undersigned also certifies, under penalties of perjury, that this proposal is in all respects fair, **bona fide**, and made without collusion or fraud with any other person. For the purposes of this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- 6.05 SIGNATURE FOR PROPOSAL:
The Cooper Center, LLC

PROPOSER COMPANY NAME

SUBMITTED BY Jodi Tartell, Manager

NAME AND TITLE

DATE May 28, 2021

6.06 FULL NAMES AND RESIDENCES OF PERSONS INTERESTED IN THE FOREGOING PROPOSAL: Give first and last name in full. In case of corporations give corporate name and names of current President, Treasurer, and Manager. In the case of firms five names of the individual member.

1. If a Proprietorship

Name of Owner

Not Applicable

Business Address

Street

Town / City

Telephone

Fax

e-mail

Home Address

Street

Town / City

Telephone

2. If a Partnership

Give full names and addresses of all partners.

Name of Business

Not Applicable

Business Address

Street

Town / City

Telephone

Fax

e-mail

Full Name

Address

3. If a Corporation LLC

Full Legal Name

The Cooper Center, LLC

State of Incorporation:

Massachusetts

Massachusetts Qualified

Yes X No

Principal Place of Business

Street 1 Fenn Street

Town / City Pittsfield, MA 01201

Telephone (305) 725-7725

Fax

e-mail joditartell@mac.com

Massachusetts Place of
Business

Street 1 Fenn Street

Town / City Pittsfield, MA 01201

Telephone (305) 725-7725

Fax

e-mail joditartell@mac.com

Presidents Name:

Treasurer's Name: NA

Manager's Name: Jodi Tartell, Sole Manager of the LLC

6.07 AFFIDAVIT OF COMPLIANCE

X Massachusetts Corporation Limited Liability Company

Foreign Corporation

 Non-profit Corporation

I, Jodi Tartell, ~~President~~ ^{Manager} of The Cooper Center, LLC (Name of Company) whose principal office is located at 1 Fenn Street, Pittsfield, MA 01201 do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4.

Signed under penalties of perjury this 1st day of June, 2021.

Signature and title of responsible company officer:


Jodi Tartell, Manager

Corporate Seal (affix below)

6.08 ATTESTATION OF TAXES

Chapter 223, §35-36 of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program and became effective July 1, 1983. One aspect of the law requires that the providers of goods and services must attest, under the penalties of perjury, that they are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, the Attestation of Taxes must be signed and submitted with the Proposal to the Awarding Authority.

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

PURSUANT TO M.G.L. CHAPTER 62C, §49A, I HEREBY CERTIFY, UNDER THE PENALTIES OF PERJURY, THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES AS REQUIRED BY LAW.

Signed under penalties of perjury this 1st day of June, 2021.

Signature and title of responsible company officer:



Jodi Tartel, Manager

Corporate Seal (affix below)

6.09 NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of Massachusetts County of Berkshire

Jodi Tartell, being first duly sworn hereby states unequivocally that:

1. He/She/They is the Manager (name) of
The Cooper Center, LLC (firm), the Proposer that has submitted this Proposal,

2. He/She/They is fully informed respecting the preparation and contents of this Proposal and of all pertinent circumstances respecting such Proposal.

3. Such Proposal is genuine and is not a collusive or sham Proposal.

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, or connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with this Contract for which this Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in this Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the **BRPC** or any other person interested in the proposed Contract, and;

5. The price or prices quoted in the attached Proposal are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

(Title) Manager

(Date) June 1, 2021

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

1 Fenn Street, Pittsfield, MA 01201

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

Real property lease.

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

Berkshire Regional Planning Commission

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

The Cooper Center, LLC, a Massachusetts limited liability company

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

☒ Lessor/Landlord

☐ Lessee/Tenant

☐ Seller/Grantor

☐ Buyer/Grantee

☐ Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

The sole member of The Cooper Center, LLC is the Jodi Tartell 2010 Children's Trust, the beneficiaries of which are:

Joshua Tartell
Hayley Tartell
Abigail Tartell
Samantha Tartell

Each having an address of 640 North Island Drive
Golden Beach, FL 33160

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):



NONE

NAME:

POSITION:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

THE COOPER CENTER, LLC

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

X  06/01/2021
AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

Jodi Tartell, Its Manager

PRINT NAME & TITLE of AUTHORIZED SIGNER



THE COOPER CENTER
FENN & NORTH – PITTSFIELD

June 1, 2021

HAND DELIVERED
Tuesday, June 1 , 2021

Office Manager
Berkshire Regional Planning Commission
1 Fenn Street, Suite 201
Pittsfield, MA 01201

Attention: PRICE PROPOSAL FOR BRPC OFFICE SPACE LEASE PROPOSAL

Re: Berkshire Regional Planning Commission ("BRPC")
Request for Proposal for Lease of Office Space 2021 ("RFP")

Pursuant to your issuance of the above identified RFP, The Cooper Center, LLC ("TCC") is pleased to submit our Sealed Bid Price Proposals in accordance with the Instructions to Proposers for Lease for Office Space.

Attached hereto please find our Price Proposals dated June 1 ,2021 for the following Lease Terms:

1. 3 Year Lease Term with a Five Year Extension
2. 4 Year Lease Term with a Five Year Extension
3. 5 Year Lease Term with a Five Year Extension

We look forward to the selection committee review of all received proposals and hope to be the successful bidder.

Sincerely,
THE COOPER CENTER, LLC


Jodi Tartell, Manager

{VSD/142730001/00844087.1}

THE COOPER CENTER, LLC
134 S. DIXIE HWY, SUITE 208, HALLANDALE BEACH, FL 33009
TEL: (305) 934-1131 EMAIL: ROBERTSHAN@ME.COM

PRICE PROPOSAL FOR BRPC OFFICE SPACE LEASE PROPOSAL

THREE YEAR LEASE TERM PLUS FIVE YEAR EXTENSION

FROM: THE COOPER CENTER, LLC
1 Fenn Street
Pittsfield, MA 01201

TO: BERKSHIRE REGIONAL PLANNING COMMISSION
1 Fenn Street, Suite 201
Pittsfield, MA 01201

DATED: JUNE 1, 2021

FOR: REQUEST FOR PROPOSAL FOR LEASE FOR OFFICE
SPACE LEASE 2021

The Cooper Center, LLC (“TCC”) submits this Price Proposal to Berkshire Regional Planning Commission (“BRPC”) for the Lease of approximately 5,965 square feet of self-contained completely secured office and storage space and use of space in common located at The Cooper Center, 1 Fenn Street, Pittsfield, MA 01201 for a Three Year Term with a Five Year Extension as detailed in The Cooper Center, LLC Full Proposal Response to the BRPC Request for Proposal for Lease of Office Space 2021.

1. Self Contained Completely Secured Office and Storage Space to be Leased

- a. Second Floor Suite 201 comprised of 4,735 square feet
- b. Second Floor Suite 202 comprised of 830 square feet
- c. Basement Storage Space comprised of 400 square Feet

The Total Leased Area is approximately 5,965 square feet

2. Use of Space in common with Landlord, other tenants in the building and others

Third Floor Shared Amenity Space of approximately 1,000 square feet including a conference room, kitchen and break room

3. The Annual Lease Rates Bid for the Three Year Lease Term are:

Year 1 – December 1, 2021 to November 30, 2022 - \$77,545.00

Year 2 – December 1, 2022 to November 30, 2023 - \$79,871.35

Year 3 – December 1, 2023 to November 30, 2024 - \$82,267.49

4. The Annual Lease Rates Bid for the Optional 5 Year Lease Extension are:

Year 1 – December 1, 2024 to November 30, 2025 - \$84,735.52

Year 2 – December 1, 2025 to November 30, 2026 - \$87,277.58

Year 3 – December 1, 2026 to November 30, 2027 - \$89,895.91

Year 4 – December 1, 2027 to November 30, 2028 - \$92,592.79

Year 5 – December 1, 2028 to November 30, 2029 - \$95,370.57


5. The existing space consisting of 5135 square feet is currently rented by BRPC and will remain available through November 30 under the existing lease and on and after December 1, 2021 under the new lease. TCC shall endeavor to provide BRPC access to Suite 202 on November 1, 2021 and occupancy at no cost for the period of November 15, 2021 to November 30, 2021. In the event there is a delay with respect to permitting or construction of the Additional Second Floor Lease Space, TCC shall provide use and occupancy no later than February 1, 2022. Prior to delivery of occupancy of the Additional Second Floor Lease Space, rental will be reduced on a pro rated basis by dividing (a) the number of square feet in the Additional Second Floor Lease Space by (b) the total number of square feet to be leased by BRPC and applying the resulting percentage to the monthly rental amount (830 square feet / 5,965 square feet = 13.9% x \$5,468 = a savings, for example on a five year lease term, of \$760.85 per month until delivery of the Additional Second Floor Lease Space.)

6. As provided in the Current Lease, the Cost of Utilities will be calculated on a pro rated basis of the Total Cost of Utilities incurred by TCC for the entire building divided by the Net Occupied Square Footage of the building times the Tenant Square Footage. Again, payment for utility costs associated with the Additional Second Floor Lease Space will not commence until delivery of that space.

Signed and submitted this 1st day of June, 2021 at Pittsfield, Massachusetts.

WITNESS

THE COOPER CENTER, LLC



Vicki S. Donahue



Jodi Tartell, Sole Manager

6/1/2021

Date

June 1, 2021

Date

PRICE PROPOSAL FOR BRPC OFFICE SPACE LEASE PROPOSAL
FOUR YEAR LEASE TERM PLUS FIVE YEAR EXTENSION

FROM: THE COOPER CENTER, LLC
1 Fenn Street
Pittsfield, MA 01201

TO: BERKSHIRE REGIONAL PLANNING COMMISSION
1 Fenn Street, Suite 201
Pittsfield, MA 01201

DATED: JUNE 1, 2021

FOR: REQUEST FOR PROPOSAL FOR LEASE FOR OFFICE
SPACE LEASE 2021

The Cooper Center, LLC (“TCC”) submits this Price Proposal to Berkshire Regional Planning Commission (“BRPC”) for the Lease of approximately 5,965 square feet of self-contained completely secured office and storage space and use of space in common located at The Cooper Center, 1 Fenn Street, Pittsfield, MA 01201 for a Four Year Term with a Five Year Extension as detailed in The Cooper Center, LLC Full Proposal Response dated June 1, 2021 to the BRPC Request for Proposal for Lease of Office Space 2021.

1. Self Contained Completely Secured Office and Storage Space to be Leased

- a. Second Floor Suite 201 comprised of 4,735 square feet
- b. Second Floor Suite 202 comprised of 830 square feet
- c. Basement Storage Space comprised of 400 square Feet

The Total Leased Area is approximately 5,965 square feet

2. Use of Space in common with Landlord, other tenants in the building and others

Third Floor Shared Amenity Space of approximately 1,000 square feet including a conference room, kitchenette and break room

3. The Annual Lease Rates Bid for the Four Year Lease Term are:

Year 1 – December 1, 2021 to November 30, 2022 - \$71,580.00
Year 2 – December 1, 2022 to November 30, 2023 - \$73,727.40
Year 3 – December 1, 2023 to November 30, 2024 - \$75,939.22
Year 4 – December 1, 2024 to November 30, 2025 - \$78,217.40

4. The Annual Lease Rates Bid for the Optional 5 Year Lease Extension are:

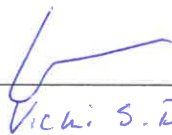
Year 1 – December 1, 2025 to November 30, 2026 - \$80,563.92
Year 2 – December 1, 2026 to November 30, 2027 - \$82,980.84
Year 3 – December 1, 2027 to November 30, 2028 - \$85,470.26
Year 4 – December 1, 2028 to November 30, 2029 - \$88,034.37
Year 5 – December 1, 2029 to November 30, 2030 - \$90,675.40

5. The existing space consisting of 5135 square feet is currently rented by BRPC and will remain available through November 30 under the existing lease and on and after December 1, 2021 under the new lease. TCC shall endeavor to provide BRPC access to Suite 202 on November 1, 2021 and occupancy at no cost for the period of November 15, 2021 to November 30, 2021. In the event there is a delay with respect to permitting or construction of the Additional Second Floor Lease Space, TCC shall provide use and occupancy no later than February 1, 2022. Prior to delivery of occupancy of the Additional Second Floor Lease Space, rental will be reduced on a pro rated basis by dividing (a) the number of square feet in the Additional Second Floor Lease Space by (b) the total number of square feet to be leased by BRPC and applying the resulting percentage to the monthly rental amount (830 square feet / 5,965 square feet = 13.9% x \$5,468 = a savings, for example on a five year lease term, of \$760.85 per month until delivery of the Additional Second Floor Lease Space.)
6. As provided in the Current Lease, the Cost of Utilities will be calculated on a pro rated basis of the Total Cost of Utilities incurred by TCC for the entire building divided by the Net Occupied Square Footage of the building times the Tenant Square Footage. Again, payment for utility costs associated with the Additional Second Floor Lease Space will not commence until delivery of that space.

Signed and submitted this 1st day of June, 2021 at Pittsfield, Massachusetts

WITNESS

THE COOPER CENTER, LLC


Vicki S. Donahue


Jodi Tartell, Sole Manager

6/1/2021
Date

June 1, 2021
Date

PRICE PROPOSAL FOR BRPC OFFICE SPACE LEASE PROPOSAL
FIVE YEAR LEASE TERM PLUS FIVE YEAR EXTENSION

FROM: THE COOPER CENTER, LLC
1 Fenn Street
Pittsfield, MA 01201

TO: BERKSHIRE REGIONAL PLANNING COMMISSION
1 Fenn Street, Suite 201
Pittsfield, MA 01201

DATE: JUNE 1, 2021

FOR: REQUEST FOR PROPOSAL FOR LEASE FOR OFFICE
SPACE LEASE 2021

The Cooper Center, LLC ("TCC") submits this Price Proposal to Berkshire Regional Planning Commission ("BRPC") for the Lease of approximately 5,965 square feet of self-contained completely secured office and storage space and use of space in common located at The Cooper Center, 1 Fenn Street, Pittsfield, MA 01201 for a Five Year Term with a Five Year Extension as detailed in The Cooper Center, LLC Full Proposal Response dated June 1, 2021 to the BRPC Request for Proposal for Lease of Office Space 2021.

1. Self Contained Completely Secured Office and Storage Space to be Leased

- a. Second Floor Suite 201 comprised of 4,735 square feet
- b. Second Floor Suite 202 comprised of 830 square feet
- c. Basement Storage Space comprised of 400 square feet

The Total Leased Area is approximately 5,965 square feet

2. Use of Space in common with Landlord, other tenants in the building and others

Third Floor Shared Amenity Space of approximately 1,000 square feet including a conference room, kitchenette and break room

3. The Annual Lease Rates Bid for the Five Year Lease Term are:

Year 1 – December 1, 2021 to November 30, 2022 - \$65,615.00
Year 2 – December 1, 2022 to November 30, 2023 - \$67,583.45
Year 3 – December 1, 2023 to November 30, 2024 - \$69,610.95
Year 4 – December 1, 2024 to November 30, 2025 - \$71,699.28
Year 5 – December 1, 2025 to November 30, 2026 - \$73,850.26

4. The Annual Lease Rates Bid for the Optional 5 Year Lease Extension are:

Year 1 – December 1, 2026 to November 30, 2027 - \$76,065.77

Year 2 – December 1, 2027 to November 30, 2028 - \$78,347.74

Year 3 – December 1, 2028 to November 30, 2029 - \$80,698.17

Year 4 – December 1, 2029 to November 30, 2030 - \$83,119.12


Year 5 – December 1, 2030 to November 30, 2031 - \$85,612.69

5. The existing space consisting of 5135 square feet is currently rented by BRPC and will remain available through November 30 under the existing lease and on and after December 1, 2021 under the new lease. TCC shall endeavor to provide BRPC access to Suite 202 on November 1, 2021 and occupancy at no cost for the period of November 15, 2021 to November 30, 2021. In the event there is a delay with respect to permitting or construction of the Additional Second Floor Lease Space, TCC shall provide use and occupancy no later than February 1, 2022. Prior to delivery of occupancy of the Additional Second Floor Lease Space, rental will be reduced on a pro rated basis by dividing (a) the number of square feet in the Additional Second Floor Lease Space by (b) the total number of square feet to be leased by BRPC and applying the resulting percentage to the monthly rental amount (830 square feet / 5,965 square feet = 13.9% x \$5,468 = a saving, for example on a five year lease term, of \$760.85 per month until delivery of the Additional Second Floor Lease Space.)
6. As provided in the Current Lease, the Cost of Utilities will be calculated on a pro rated basis of the Total Cost of Utilities incurred by TCC for the entire building divided by the Net Occupied Square Footage of the building times the Tenant Square Footage. Again, payment for utility costs associated with the Additional Second Floor Lease Space will not commence until delivery of that space.

Signed and submitted this 1st day of June 2021 at Pittsfield, Massachusetts.

WITNESS

THE COOPER CENTER, LLC



Vicki S. Donahue



Jodi Tartell, Sole Manager

6/1/2021

Date

June 1, 2021

Date