

# **City of Easthampton, Massachusetts Request for Proposals**

## **Downtown Strategic Plan**



**November 26, 2018**

**City of Easthampton**  
**50 Payson Avenue**  
**Easthampton, Massachusetts 01027**

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City of Easthampton, Massachusetts

REQUEST FOR PROPOSALS (RFP)  
FOR

EASTHAMPTON DOWNTOWN STRATEGIC PLAN

EASTHAMPTON, MA 01027

The City of Easthampton invites proposals from qualified consultants, or a team of consultants, to conduct a series of inter-connected evaluations of the primary downtown area of Easthampton and develop an “Easthampton Downtown Strategic Plan”. RFP specifications may be obtained at the Planning Department, City of Easthampton, 50 Payson Ave. Easthampton, MA 01027 between the hours of 9:00 a.m. and 5:00 p.m. Monday through Thursday or online at the Planning Department: [easthampton.org](http://easthampton.org).

Deadline for proposal submission is Thursday, December 20, 2018 at 4:00 p.m. Proposals must be delivered to: Planning Department, City of Easthampton, 50 Payson Ave. Easthampton, MA 01027.

**General Information and Proposal Submission Requirements:**

Proposals will be accepted during business hours (9:00 a.m. to 5:00 p.m. Monday through Thursday) until the deadline day, December 20, 2018 at 4:00 p.m. The official submittal time shall be measured according to the Eastern Time Zone provided by the National Institute of Standards and Technology. Proposals must be delivered to: Planning Department, City of Easthampton, 50 Payson Ave. Easthampton, MA 01027.

**Project Summary:**

The City is seeking to hire a consultant to coordinate, gather, and synthesize a wide range of community input into a cohesive and innovative strategic plan for the downtown area’s economic growth, sustainability, and future needs.

The primary objectives of the Strategic Plan include, but will not be limited to:

- a. Inventory, assess, conceptualize, and explore potential reuse options for the two elementary school properties and their surroundings.
- b. Provide an initial parking inventory of existing public and private parking areas and identify specific strategies for shared parking, parking benefit districts, and how the City can implement other elements of the State’s Best Practices.
- c. Review and update of the existing 40R smart growth Zoning Ordinance to ensure it allows for the type of developments expected, and, review whether aspects could be amended to increase options for all housing types.
- d. Provide an initial economic inventory of the downtown area and create an initial economic development occupancy/vacancy tracking method for the City (using the data from the 40R inventory).

- Based on community input, develop a plan that provides an overall vision for the area, developed conceptual development scenarios, and recommendations for the development of a smart growth zoning bylaw to facilitate and guide redevelopment of the project area.

**Project Description:**

The City of Easthampton is using funding provided through the Executive Office of Environmental Affairs Planning Assistance Grant program (\$50,000) and matching funds from the City’s Zoning Incentive Fund (\$15,000) for a qualified consultant to conduct the work in partnership with the City Planning Department. The project is comprised of the general tasks listed below. However, the Consultant and the City may agree upon modifications to the following scope which may further the project purpose and goals described above. Due to the wide range and varied nature of the issues and subject matter, a consultant team approach is strongly recommended.

**1) Downtown Strategic Plan - Prepare a clear, concise, and easily accessible Downtown Strategic Plan. It shall include:**

- a. Segments of information suitable for a wide range of users, from residents, business owners, and municipal staff and/or boards and committees.
- b. The following tasks, at a minimum, as outlined herein: School Property Assessments, Parking Inventory and Analysis, 40R District Review, Economic Development Inventory, and public outreach.
- c. Visual aids, presentations, unique illustrations, renderings, and other graphics to assist in articulating the downtown vision.
- d. A comprehensive strategic plan for the downtown as well as individualized action items for distinct areas, parcels, or features.
- e. A realistic and tangible implementation strategy.

**2) School Property Assessments – Prepare a detailed chapter incorporating all research and findings:**

- a. Conduct interactive and engaging public input sessions (within the community and at least one coordinated public meeting) to review, envision, and conceptualize future uses of the two properties. Ensure that visioning includes consideration of the property’s location in proximity to its surroundings and within the 40R district.
- b. Prepare an engaging document containing detailed project information such as history and baseline review of existing conditions.
- c. Each of the school properties, prepare draft conceptual building plans and site plans containing illustrations and graphics. A range of scenarios shall be included, such as adaptive reuse and/or redevelopment concepts (including schematic designs, rendered site plans, and other concept plan illustrations). Each will be evaluated, catalogued, and mapped/illustrated.
- d. Prepare a variety of conceptual site plans and building illustrations based on public input and research. This shall include a comprehensive site and zoning analysis as well as the preparation of baseline building evaluations.
- e. Prepare a series of next steps, implementation recommendations and timeline.

- f. Prepare an outline, framework, or if possible, a draft RFP for seeking future re-use proposals and/or additional research.
- g. Evaluate appropriate uses and begin to determine the City's interest and desire for certain types of potential uses or redevelopment, especially addressing City needs, and the scale, intensity and economic market for those uses (e.g. senior housing, affordable housing, office space, City use, retail, community use, agricultural and recreational use, etc.). Such uses should be compatible with the character of the individual neighborhoods and the City as a whole.

**3) Parking – Inventory and assessment with recommendations for best practices:**

- a. Prepare baseline existing conditions and a detailed inventory and series of user-friendly maps, illustrations, and visuals.
- b. Prepare on-street and off-street assessment of conditions.
- c. Explore and identify at least two site specific shared parking options and prepare framework for creating agreements, including but not limited to potential agreement language. If possible, coordination with actual landowners would be highly desirable.
- d. Identify a series of best practices and recommendations that are site specific and strategic in short, mid, and long-term implementation, including but not limited to shared parking options, introduce, discuss, and outline Parking Benefit District options for sites in the City, potential signage, and future public parking options.
- e. Explore issues and opportunities associated with on-street and/or off-street parking meters.
- f. Consider and prepare Zoning Ordinance language for key revisions and/or changes.

**4) 40R District – Prepare a concise chapter related to existing conditions and findings. Prepare a separate appendix document including a more comprehensive review assessment, and update including, but not limited to:**

- a. Conduct a comprehensive review and inventory of the existing 40R district, including a review of uses to ensure compatibility with expectations and desires, and to review design requirements and design guidelines.
- b. Create a photographic and data-based inventory of the area zoned 40R.
- c. Review existing housing density, create an inventory, and prepare maps.
- d. Based on public input, future density calculations and mapping shall accompany the recommendations associated with increasing density.
- e. Create, or modify existing standards to ensure simple yet effective residential design standards for new residential development in the District.
- f. Review a variety of key sites and prepare conceptual design examples, illustrations, maps, etc.

- g. Review the requirements for Affordable Units under 40R and compare with the requirements under the Workforce Housing initiative. Identify and propose potential resolutions to conflicts between the two elements.
- h. Review how the completion of Union Street TIP may spur new development.
- i. Prepare specific findings and associated implementation plan, including but not limited to, associated Zoning Ordinance language and/or outline of tasks/timelines.
- j. Identify, in consultation with the Planning Department, several key parcels (or specific areas) in the Cottage Street and Union Street corridor and prepare conceptual drawings of development scenarios, including but not limited to both Maple Street school property and the Center/Pepin school complex.

**5) Economic Development – Prepare a detailed chapter incorporating all research and findings:**

- a. Inventory of existing land uses, calculation of residential units and commercial sizes, and vacant buildings or vacant parcels.
- b. Identify and catalogue existing conditions and evaluate, assess, and inform key factors that may be catalyst for future changes.
- c. Quantify and identify the current desirable aspects and establish strategies for preserving desirable aspects and changing less desirable aspects.
- d. Create an initial economic development occupancy/vacancy tracking method for the City (using the data from the 40R inventory).
- e. Prepare a baseline business district assessment and market analysis for the Cottage Street and Union Street corridors to inform future revitalization activities and potential re-zoning efforts. This should focus on needs and desires of residents as well as exploration of supporting tourism-oriented businesses.

**6) Public outreach – The entire project shall seek to incorporate innovative public participation:**

- a. Create an interactive, engaging, and “on-the-ground” outreach strategy.
- b. Events shall include, at a minimum, a half-day event and a series of mini events, each containing significant public interaction or visually-oriented public processes to identify the scope and purpose of the planning process and engages them in design and development opportunities.
- c. Ensure that residents are reached where they are active in town.
- d. Minimal required attendance at organized “meetings” is desired.
- e. A visual-oriented and innovative webpage for the project is required and must be highly visual and easy to use.

**Plans and Specifications:**

The following elements shall be included in all proposals:

- Outline and schedule for completing each work task.

- A schedule for progress payments for completed work tasks by a percentage (%) of the total proposed fee.
- Detailed approach and schedule to create an innovative public outreach process.
- Conduct regular work sessions with the City Planner and other City officials throughout the process and prior to preparing the final work product.

Provisions for attending a minimum of two meetings of both the Economic Development Industrial Committee and City Council Property Subcommittee throughout the project.

**Project Deliverables:**

No later than June 28, 2019, ten (10) bound color copies of the final report and one (1) unbound copy shall be submitted to the Planning Department. One digital file shall be provided and the project website shall be in place for a minimum of one year from submission and be available for editing by the City of Easthampton.

EEA Grant funds are available until June 30, 2019. The budget approved in the grant is \$50,000 with a match of \$15,000 from the City’s Zoning Incentive Fund.

**1. Submission Deadline and Instructions:**

Qualified persons, firms or agencies are requested to submit proposals in a separate sealed envelope marked, “**Easthampton Downtown Strategic Plan Non-Price Proposal**” with the applicant’s name and address clearly displayed on the front. Applicants shall provide one (1) signed original proposal and six (6) copies. Fax or electronic submissions will not be accepted.

All non-price proposals must include a certificate of non-collusion, tax compliance certificate, (in the case of corporations) a certificate of corporate vote. All proposals must be signed by an authorized individual(s).

A complete and all encompassing pricing proposal sheet (included with the RFP) is to be submitted in a separate sealed envelope marked: “**Easthampton Downtown Strategic Plan Development Price Proposal.**” The pricing proposal sheet is to list and document any and all proposed costs for the project. Applicants shall provide one (1) signed original proposal and six (6) copies. Fax or electronic submissions will not be accepted.

The City of Easthampton - Planning Department is the awarding authority and reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information and minor irregularities; to accept exceptions to these specifications; and to award contracts or cancel this RFP if it is in the City of Easthampton’s best interest to do so.

Proposals must be signed as follows: a) if the bidding party is an individual, by him/her personally; b) if the bidding party is a partnership, by the name of the partnership, followed by the signature of each general partner; and c) if the bidding party is a

corporation, by the authorized officer, whose signature must be attested to by a notary public and the corporate seal affixed.

All sealed proposals must be received and registered by the Planning Department on or before Thursday, December 20, 2018 at 4:00 p.m. All outer envelopes must be labeled as per the above instructions and mailed or hand delivered to the following address:

Planning Department  
50 Payson Ave.  
Easthampton, MA 01027

No proposals will be accepted after the submission date and time noted above. Late delivery of proposals due to any type of delivery system shall be cause for rejection. If on the date and time of the submittal deadline the Easthampton City Hall is closed due to an uncontrolled event, the submittal deadline will be postponed until 4:00 p.m. on the next normal business day; which would be Thursday, December 20, 2018.

All bidding parties must submit a list of (at a minimum) three (3) references, including reference contact information, for parties for whom they have completed work similar in nature within the past five (5) years.

This Request for Proposal is governed by the provisions of MGL Chapter 30B Section 6.

The contract will be awarded within thirty (30) days of the proposal opening date. The time for award may be extended for up to forty five (45) additional days by mutual agreement between the City and the selected responsive and responsible bidding party.

If any changes are to be made to this Request for Proposals (RFP), an addendum will be issued. Addenda will be mailed to all interested parties on record as having received the RFP.

Prevailing Wages: Prevailing wages do not apply.

Questions: Questions concerning this RFP must be submitting in writing to: Jeff Bagg, City Planner, 50 Payson Ave. Easthampton, MA 01027 before 4:00 p.m. on Thursday, December 13, 2018. Questions may be delivered, mailed, or emailed (jbagg@easthamptonma.gov). Written responses will be mailed or emailed to all bidding parties on record as having received a RFP.

Modifications: A bidding party may correct, modify or withdraw a proposal by written notice received by the City prior to the date and time set for the proposal submission deadline. Proposal modifications must be submitted in duplicate in a sealed envelope clearly labeled, "Modification No. \_\_\_\_." Each modification must be numbered in sequence and must reference the original RFP.

After the proposal submission deadline, a bidding party may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidding party will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, then the mistake will be corrected to reflect the intended correct proposal and the bidding party will be notified in writing; the bidding party may not withdraw the proposal. A bidding party may withdraw a proposal if a mistake is clearly evident on the face of the proposal document but the intended correct proposal is not similarly evident.

The bidding party by making a proposal represents that the bidding party has read and understands the RFP documents and that the proposal is made in accordance therewith. By submitting a proposal, the bidding party represents through their proposal that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work as outlined by this contract.

The bidding party shall carefully study and compare the RFP documents with each other, shall examine the site and local conditions and shall at once report any inconsistencies, errors or ambiguities discovered to the City Planner.

The City of Easthampton retains the right to terminate this RFP in its entirety as well as any portion. Additionally, the City retains the right to reject in whole or in any part all proposals, and to waive any informalities in proposing, if the City determines that cancellation or rejection serves the best interests of the City.

All prices submitted in response to this RFP shall remain firm for seventy five (75) days following the proposal submission deadline.

Notice Concerning Unexpected Closures: If on the date and time of the scheduled proposal opening City Hall is closed due to an uncontrolled event, the proposal opening will be postponed until 4:00 p.m. on the next normal business day; which would be the following Monday as City Hall is closed on Fridays. Under these circumstances, the proposals shall be opened by the City Planner of the City of Easthampton, or his/her designee. Bidding parties proposals will be accepted until that date and time.

Authorized Parties: A proposal must be signed as follows: a) if the bidding party is an individual, by him/her personally; b) if the bidding party is a partnership, by the name of the partnership, followed by the signature of each general partner; and c) if the bidding party is a corporation, by the authorized officer, whose signature must be attested to by a notary public and the corporate seal affixed.

## **2. Quality Requirements**

Bidding parties must have a minimum of five (5) years satisfactory performance in similar projects in scope and size. Proof of experience shall be determined by a review of information supplied in the list of references.

Proposals are subject to review of references and a positive determination from the evaluators of all available references.

Consultants wishing to be considered should provide a Letter of Interest that includes:

- Resumes of key individuals who will be involved in the project.
- Experience working on same or similar projects for public authorities/municipalities.
- Their approach to this project given the diverse goals, budget, and timeline.

## **3. Comparative Evaluation Criteria**

In addition to the minimum quality requirements, each bidding party will be further evaluated according to the following scale:

- Highly Advantageous
- Advantageous
- Not Advantageous
- Unacceptable

The proposal must include:

1. The identity of the individual, partnership or corporation applying for contract award. If the applicant is a partnership or joint venture, the proposal should specify who will act as the lead consultant for purposes of assuming contractual responsibility. If the consultant intends to sub-contract any other work or part of the work required in the scope of services, the sub-contractor must be identified.
  - Highly Advantageous: The applicant has over 10 years experience in performing public safety consulting work in Massachusetts.
  - Advantageous: The applicant has 7 to 10 years experience in performing public safety work in Massachusetts.
  - Not Advantageous: The applicant has 5 to 7 years experience in performing public safety consulting work in Massachusetts.
  - Unacceptable: The applicant has fewer than 5 years experience in performing public safety consulting work.

2. A description of the consultant's plan of services to this project: methodology, demonstrated understanding of the community's needs, and the consultant's expectations of assistance and services from the City.
  - Highly Advantageous: The applicant's plan of services is clearly written and demonstrates a strong understanding of the project and applies a rigorous methodological approach, and clearly discusses the applicant's expectations of assistance and services from the City.
  - Advantageous: The applicant's plan of services is written with few unclear areas that touch on the applicant's understanding of the project, methodology, and expectations of the City.
  - Not Advantageous: The applicant's plan of services is unclear and weak in project understanding, methodology, and expectations of the City.
  - Unacceptable: The applicant's plan of services is poorly written or does not address the project, the methodology, or the expectations of the City.
3. An applicant qualifications statement, including academic and professional work experience attesting to capacity to perform the required work program. Specifically, the statement shall address the following factors:
  - Experience working on same or similar projects for public authorities/municipalities.
  - Presentation of a clear and concise methodology to complete the project within the timeframe specified.
  - Make-up of the project team to include members with multi-disciplinary professional experience (including but not limited to: urban planning and design, land use and transportation planning, architecture, engineering, economic development)

#### **4. Insurance**

The Contractor shall be responsible to the City or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor, on behalf of itself and any subcontractors used, hereby certifies that the Contractor and such subcontractors are insured for workers' compensation, and claims on account of property damage, bodily injury, personal and product liability.

A certificate of insurance must be presented to the City at the time of the award, and must name the City as additional insured on the face of the document. Insurance requirements are:

General liability, including Bodily Injury and Property Damage - \$1,000,000 per occurrence/\$2,000,000 aggregate

Automobile Liability, including Bodily Injury and Property Damage (or combined single limit) - \$1,000,000 per occurrence

Workers' Compensation in accordance with Massachusetts laws

Professional Liability Insurance \$1,000,000 per claim (minimum)

## **5. Rule for Award**

The contract will be awarded to the responsible and responsive vendor submitting the most advantageous proposal taking into consideration all evaluation criteria as well as price.

## **6. RFP Check List**

- Certificate of Non-Collusion.
- Certificate as to Payment of Taxes.
- Certificate of Corporate Vote (if applicable).
- Non-Price Proposal in sealed envelope labeled, "**Easthampton Downtown Strategic Plan Non-Price Proposal**" One (1) original, six (6) copies.
- Price proposal in sealed envelope marked, "**Easthampton Downtown Strategic Price Proposal**". One (1) original, six (6) copies.
- Signature(s).
- Comprehensive list of references (with project contact names and telephone numbers) showing minimum of 5 years experience.

## Appendix A – Easthampton Project Area Description

The Cottage Street and Union Street Project Area includes the primary route through the center of Easthampton. At the center is Nashawannuck Pond which includes a popular public promenade funded by CPA, PARC Grant, and Zoning Incentive Funds. It serves as the focal point and intersection of both Cottage Street and Union Street. It has become a hub of community activity.

Cottage Street was designated as a Cultural District in 2013. It has created and supported multiple festivals and events and currently contains a unique mix of retail, restaurant, and bar establishments. At its northern most point is Maple Street Elementary School that will become a city surplus property in 3-4 years. Expanding business growth has presented parking challenges while underdeveloped properties also exist. Finally, a 50 unit mill conversion containing affordable housing was completed in 2016 and an 18 unit, three story mixed use building gained Planning Board permits in 2017. Cottage Street is located within the existing 40R Zoning District.

Union Street contains two relatively distinct sections including larger more automobile oriented uses and properties closer to the intersection of Cottage Street, and, a denser downtown core. While several new uses have occupied existing buildings to contribute to destinations, walkability is lacking, and the area does not provide a sense of connectivity. The Union Street component shall build upon the 2010 DHCD Downtown Improvement Study as well as the current 25% MassDOT design plans in preparation for the 2021 TIP reconstruction. The 2021 TIP project includes major streetscape improvements, sidewalk improvements, crosswalk improvements, replacement of water and sewer infrastructure, and full roadway reconstruction. This will aid in creating a sense of connectivity between Cottage Street, the bike path, and upper Union Street. The Strategic Plan will evaluate and consider key parcels, including but not limited to, the Center and Pepin school complex. The study shall evaluate baseline parking needs surrounding the elementary school during school operations. The purpose of the 40R review will be to ensure that current zoning will enable future redevelopment of larger parcels, or groupings of parcels, into a pedestrian friendly and create a downtown character.

The City has invested in and supported new growth and development within the study area:

- In 2021, Union Street will undergo a complete infrastructure upgrade and reconstruction.
- In 2018, the City received Phase III Complete Streets funding for sidewalk and crosswalk improvements on Cottage Street.
- The City Planning Department has recently completed a shift of funding for the full time Arts Coordinator from Mass Cultural Council grants to being funded by the general fund.
- In 2017, a new three story mixed use building with 18 market rate units and 4 affordable units was approved by the Planning Board. Building permits are anticipated in FY2019.

- A public private partnership is underway to provide for a range of accessibility and other building upgrades necessary to activate the second floor of the Old Town Hall into a multi-use and programmed space for arts and culture. Work for this renovation is anticipated in 2021.
- In 2015, the creation of a public promenade at the intersection of Cottage Street and Union Street using PARC grant, CPA, and 40R Zoning Incentive Funds, has been a catalyst.
- In 2015 a mill conversion resulted in the creation of 48 Affordable Housing units.
- In 2013, Cottage Street was designated as by Massachusetts Cultural Council as a Cultural District.
- In 2010, the study area was approved as a 40R Smart Growth Overlay District.
- In 2008, the City’s Master Plan was adopted with 40R as a primary land use goal.

**Downtown Strategic Plan** - The creation of a Downtown Strategic Plan will allow the City of Easthampton to continue to encourage and allow new economic development and housing opportunities. The City will continue working hard to support, implement, and promote the Commonwealth’s community development and planning initiatives as well as best practices. The project will advance the City’s existing 40R Smart Growth Zoning Overlay District. The entire study area is located within the proposed federally designated Opportunity Zone, and the City intends to work diligently to construct new housing units as part of its recent Housing Choice designation, amongst other initiatives.

The proposed study area is the downtown core of Easthampton and it is a clear community objective to preserve outlying open space and encourage more concentrated developed areas. The number one goal for Economic Development in the 2008 Master Plan seeks to:

*Continue revitalization of the downtown and sustain the current momentum of adaptive building reuse.*

**40R District** - The review and update of the 40R District advances several of the Sustainable Development Principles, including “*concentrate development and mixed uses*”, “*make efficient decisions*”, and, “*expand housing opportunities*”. The proposed project will support new growth by updating and refining the existing by-right uses allowed in the existing 40R district to ensure it aligns with the community vision and ensure the permitting process is efficient and development expectations are clear. It will include evaluations of numerous properties to visualize and explore future scenarios for housing and economic development opportunities and provide Zoning Ordinance language that supports the same.

The goals of the 40R District and desire to ensure it is working as intended will allow the City to continue to support the Commonwealth’s Traditional Neighborhood Development concepts.

The existing composition of the Cottage Street area represents a vibrant mixed-use neighborhood. The grant will ensure that new growth within this area will maintain

desirable qualities confirmed through the public process. The Union Street area should be evaluated for ways to ensure that new growth will contribute to and support walkable, affordable, and vibrant area.

**Economic Development** - The establishment of baseline data is essential. It will allow the City to quantify and identify the current desirable dynamics and establish strategies for preserving desirable aspects and changing less desirable aspects. The creation of a business inventory template will aid the City in future tracking and planning and supports the Sustainability Principle to “*increase job and business opportunities*”.

**Parking** - The creation of a parking inventory and identification of a series of smart parking policies is necessary to accompany new and creative developments and tourism-based businesses. Consideration of parking was identified as an Economic Development strategy in the 2008 Master Plan:

*Conduct a parking inventory on a bi-annual basis to assess whether the parking infrastructure is adequate for the downtown business district.*

The project will allow the City to identify and explore a range of parking strategies including options for shared parking agreements, demand management options, facility design and signs, and parking benefit districts in line with the Commonwealth’s Smart Parking policies.

**School Property Assessments** – Beginning to vision and plan for the potential re-use of the two elementary school properties is integral to the future of the downtown area. Each has unique characteristics and exploration of potential re-use will require longer-term and intensive planning activities. Based on the vote on May 23, 2018 - to fund the construction of new school - the two properties will likely become surplus City-owned property within the next four years. While not immediate, the potential for these properties to be catalysts for reinvestment presents real and unique opportunities. The City clearly identified and anticipated this potential in an Education goal in the 2008 Master Plan:

*Upon construction of a new elementary school, find creative reuses for present elementary schools that will not be a drain on the city’s operating budget*

*Inspect and evaluate each building for possible reuse, disposal, or sale.*

The location of the two sites is perfectly in line with the concepts and desires of the Commonwealth’s Traditional Neighborhood Development and Sustainability Principle to “*concentrate development and mix uses*”, and both are located within the existing 40R District.

**PRICE PROPOSAL FORM**

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for the City of Easthampton's **Downtown Strategic Plan** Project.

Consultant: \_\_\_\_\_

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

The CONSULTANT hereby pledges to deliver the complete scope of services required, for the rates and charges shown below:

PROFESSIONAL SERVICES Hourly Rate: \_\_\_\_\_

Cost to complete the project:

School Site Assessments: \_\_\_\_\_

Parking: \_\_\_\_\_

40 R District: \_\_\_\_\_

Economic Development: \_\_\_\_\_

Public Outreach: \_\_\_\_\_

TOTAL COST: \_\_\_\_\_

\_\_\_\_\_  
(Signature of person signing bid or bid)

\_\_\_\_\_  
(Name of Business)

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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(Signature of person signing bid or bid)

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(Name of Business)

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Section 49A(b) of Chapter 62C of the Massachusetts General Laws, the undersigned contractor does hereby certify, under pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NAME OF CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_, duly authorized.  
(Signature of Authorized Representative)

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

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

CERTIFICATE OF VOTE  
(Corporations Only)

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_ it was VOTED that  
(Name of Corporation) (Date)

\_\_\_\_\_  
(Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

**I hereby certify that I am the clerk of the above named corporation and that \_\_\_\_\_ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Clerk)

Corporate  
Seal

Legal Notice  
City of Easthampton  
Easthampton, MA 01027

REQUEST FOR PROPOSALS (RFP)  
FOR  
EASTHAMPTON DOWNTOWN STRATEGIC PLAN

The City of Easthampton invites proposals from qualified consultants, or a team of consultants (including but not limited to: urban planning and design, land use and transportation planning, architecture, engineering, economic development), to conduct a series of inter-connected evaluations of the primary downtown area of Easthampton and develop an “Easthampton Downtown Strategic Plan”. The RFP, including the submission requirements, can be obtained at the Planning Department, City of Easthampton, 50 Payson Ave. Easthampton, MA 01027 between the hours of 9:00 a.m. and 5:00 p.m. on Monday through Thursday, or online at the Planning Department: [easthampton.org](http://easthampton.org). Deadline for proposal submittal is Thursday, December 20, 2018 at 4:00 p.m. Proposals must be delivered to: Planning Department, City of Easthampton, 50 Payson Ave. Easthampton, MA 01027.

November 26, 2018  
Jeff Bagg, City Planner

**CITY OF EASTHAMPTON, MASSACHUSETTS  
CONTRACT AGREEMENT**

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**Project:** Downtown Strategic Plan

**Date:**

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**Department:** Easthampton Planning Department

**PO Number:**

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**City Contact Person:** Jeff Bagg, City Planner (413) 529-1406

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**Contract Amount:** Not to Exceed \$ XXXXX

Not to Exceed: XXXXXXX and XXXX / 100's Dollars

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THIS AGREEMENT, effective as of the date and year first written above, by and between the City of Easthampton, 50 Payson Avenue, Easthampton, MA 01027 (hereinafter referred to as the "City" and XXXXXXXX, XXXXXXXXXXXXX, hereinafter referred to as the "Consultant").

The Parties mutually agree as follows:

Consultant Scope of Services

The Consultant shall complete the Scope of Services as submitted to the City in response to the Request for Proposals – Downtown Strategic Plan, Dated November 26, 2018, which is incorporated herein and made part hereof as Appendix A.

Project Schedule

**BLANK**

Payment Schedule

**BLANK**

Terms and Conditions

**1. Tax Certification.** Consultant, by executing the Agreement, pursuant to Section 49A(b) of Chapter 62C of the Massachusetts General Laws, does hereby certify, under pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**2. Non-Collusion.** Consultant, by executing this Agreement, certifies under pains and penalties of perjury, that his bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**3. Terms of Payment.** City shall pay the Consultant the full amount due within thirty (30) days of the date the invoice is approved for payment.

**4. Representation of Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly

authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**5. Hold Harmless.** The Consultant shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Consultant's performance or nonperformance of the Scope of Services or subject matter called for in the Contract Agreement.

**6. Amendments.** The City or Consultant may amend the Contract Agreement at any time provided that such amendments are executed in writing, signed by the duly authorized representative of both the Consultant and the City. Such amendments shall not invalidate the Contract Agreement, nor relieve or release the City or Consultant from its obligations under the Agreement. The City may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and Consultant.

**7. Administrative Requirements.** The Consultant agrees to adhere to generally accepted accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred as part of the Scope of Services and provide such documentation to the City upon request.

**8. Records Retention.** The Consultant shall retain all records pertinent to expenditures incurred under this Contract Agreement for a period of seven (7) years after the termination of all activities funded herein. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three year-period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

**9. Audits and Inspections.** All Consultant records with respect to any matters covered by the Contract Agreement shall be made available to the City, grantor agency, their designees or the Federal/ State Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

**10. Hatch Act.** The Consultant agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities (lobbying) in violation of Chapter 14 of Title V United States Code.

**11. Severability.** If any provision of this Agreement or the application thereof to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be enforced to the fullest extent permitted by law.

XXXXXXXXXXXXXXXX

City of Easthampton:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Nicole LaChapelle, Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Valerie Bernier, City Auditor

As to Appropriation Per. MGL C. 44

Sec. 31C