

REQUEST FOR PROPOSAL NO. 2014-02

TO SELL REAL ESTATE OWNED BY:

**HOLYOKE ECONOMIC DEVELOPMENT
AND
INDUSTRIAL CORPORATION**

1. PURPOSE & PROCEDURE

The Holyoke Economic Development and Industrial Corporation (HEDIC) is seeking interest through this Request for Proposals (RFP) from qualified real estate developers or end users for the purchase and development of the 1.1 acre parcel of land at the corner of Hampden & Pleasant Streets in Holyoke, Massachusetts.

The property, known as 473-489 Pleasant and 495 Pleasant Street, Holyoke, Massachusetts, consists of 3 parcels described by the Holyoke Assessors records as Map 091, Block 00, Parcels 060, 060A and 061 (Premises) and has a total assessed value of \$109,000. The Premises is more particularly described as three parcels collectively, in Hampden County Registry of Deeds **Book 20239, Page 483**. The premises shall include all buildings, structures, improvements and fixtures located thereon, together with all easements, rights and appurtenances. The exact legal description of the Premises shall be substituted for the above description prior to closing.

As part of the technical requirements of this Request for Proposal, proponents are required to present the intended use of the property through narrative text, graphics, design plans, prior projects and any other means necessary.

The procedures for submitting a price proposal can be found in Section 4, entitled "Price Proposal". The procedures for submitting a "Technical Proposal" as well as additional terms and conditions can be found in section 5, entitled "Technical Proposal".

NOTICE:

The price offered for the land must be listed in the "Price Proposal" envelope only.

HEDIC reserves the right to interview proponents, request changes in the bids, reject all bids, modify the bid proposal, negotiate price and terms, or withdraw its selection and select another proponent, even after a proponent prevailed during the bidding process, in its sole discretion. The real estate will also be subject to a reversionary interest (Reverter) in the deed to ensure the buyer's/developer's performance.

2. TIME TABLE

June 6, 2014 to July 7 2014

Request for Proposal available by contacting:
HEDIC
City Hall Annex - Suite 406
20 Korean Veteran's Plaza
Holyoke, Massachusetts 01040-5016

July 7, 2014

10:00 a.m. Deadline for Submitting Proposals

July 7, 2014

10:00 a.m. Proposals Opened.

3. GENERAL TERMS AND CONDITIONS

- A) INTRODUCTION: The Holyoke Economic Development and Industrial Corporation (HEDIC) is seeking interest through this Request for Proposals (RFP) from qualified real estate developers or end users for the purchase and development of the 1.1 acre parcel of land at the corner of Hampden & Pleasant Streets in Holyoke, Massachusetts. The premises is comprised of 3 parcels known as 473-489 Pleasant and 495 Pleasant Street and described in the Holyoke Assessors records as Map 091, Block 00, Parcels 060, 060A and 061.

Proposals should include planned uses that are allowed within the existing Limited Business (BL) zoning district. Any zone change, special permit or variance application, if needed, would have to be sought separately from this sale through their respective processes and will be the sole responsibility of the winning Proponent. The HEDIC makes no assurances as to the approval of any zone change, special permit, site plan review or variance application, if sought.

In accordance with the Economic Development Plan (EDP) approved in 2002 for this property, the HEDIC seeks commercial development projects as the highest and best use for the property identified in that plan. Complimentary mixed-use developments will be considered. The HEDIC requests proposals which are compatible with the neighborhood, both in use and design, which compliment abutting properties, stimulate private investment and increase real estate property tax revenue to the City of Holyoke.

The HEDIC will require any developer, or owner of the site, to create a minimum of 7 full time jobs preferably for residents of Holyoke, 4 of which shall be filled by low/moderate income persons. Each proposal shall include a commitment from the proponents to create these jobs.

Copies of the EDP and site related documents can be accessed via download at www.HolyokeRedevelopment.com or by contacting the City of Holyoke's Office of Planning & Economic Development. Site related design documents are for informational purposes only.

The real estate will also be subject to a reversionary interest (Reverter) in the deed to ensure the buyer's/developer's performance.

PROPERTY DESCRIPTION

TOTAL LAND AREA	1.1 Acres (3 parcels in total) The HEDIC advises prospective proponents to inspect the land for the purpose of acquiring additional information about the premises as the information contained herein is not intended to be exhaustive but merely provides a general description of the land for sale.
ZONING	BL – Limited Business
UTILITIES	Water, Sewer, Gas & Electric available for hook-up.
ASSESSED VALUE	\$109,000.00 (3 parcels in total)
CURRENT PROPERTY TAXES	Paid at the time of closing pursuant to M.G.L. c. 44, s.63A.

B) SUBMISSION REQUIREMENTS: Each proposal must consist of two separate sealed packages to be SUBMITTED IN SEPARATE SEALED ENVELOPES:

1) PRICE PROPOSAL – the first envelope shall contain a Price Proposal with an Offer to Purchase (form included herein). The price proposal shall be the price the proponent wishes to purchase the property for, exclusive of the costs for utilities, closing costs, brokerage fees and other costs associated with the purchase of this property.

The price offered for the land must be listed in the Price Proposal envelope only.

2) TECHNICAL PROPOSAL AND GUARANTY – the second envelope must contain the Technical Proposal and a Proposal Guaranty. The Technical Proposal presents the intended use for the property through narrative text, graphics, design plans, prior projects and any other means necessary. Proposals from developers that are not the end-user of the property are encouraged to inform HEDIC of its anchor and ancillary tenants. The Guaranty must be in the form of a certified check, or a treasurer’s or cashier’s check issued by a responsible bank or trust company doing business in the Commonwealth of Massachusetts and shall be in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) made payable to the “Holyoke Economic Development and Industrial Corporation”.

C) DELIVERY OF PROPOSALS:

1) The Technical Proposal (containing the Proposal Guaranty) and the Price Proposal must be submitted in separate, sealed envelopes and delivered to the HEDIC anytime before 10:00 a.m. on **July 7, 2014.**

2) On the outside of the envelopes shall be written the proposer’s name and address, the name and description of the project for which the bid is submitted (i.e. “the Purchase and Development of the Hampden & Pleasant Streets Corner Parcel for Commercial Use”) and either “Price Proposal” or “Technical Proposal” as the case may be.

3) Proposals received after 10:00 a.m. on **July 7, 2014,** or proposals received at other than the designated place will be returned to the proposer unopened. Proposals that fail to meet the requirements of this Request for Proposal may be rejected.

D) EVALUATION BY HEDIC: After the proposals have been opened, the following shall occur:

- 1) The HEDIC Board of Directors, or their designees, evaluates the technical proposals submitted by all prospective proponents on the criteria set forth in this RFP.
- 2) The HEDIC Board of Directors selects the most advantageous responsive and responsible proposal by taking the Technical Proposals into consideration. A responsive and responsible proposal is a proposal which meets the minimum criteria, conditions and specifications set forth in this Request for Proposal and is rated the most highly advantageous proposal after comparative criteria is considered.
- 3) HEDIC reserves the right to interview proponents, request changes in the bids, reject all bids, modify the bid proposal, negotiate price and terms or withdraw its selection and select another proponent even after a proponent prevailed during the bidding process, in its sole discretion.
- 4) The HEDIC will vote to approve the selected proposal and shall negotiate and execute the Purchase and Sale Agreement and set a closing date mutually determined with the selected proponent. Any site plan approvals required as part of the proposed development will be required to be obtained by the winning proponent prior to closing the sale, in a reasonable timeframe stipulated in the negotiated Purchase & Sale agreement.

E) CONDITIONS OF BID:

- 1) A **Release** Deed will be given to the successful proponent on approval of the sale by the HEDIC.
- 2) The HEDIC makes no representations, express or implied, regarding the land it offers for sale. The land will be sold "**AS IS**". For example, without limiting the generality of the foregoing, problems may exist or arise in areas such as zoning, obtaining permits, subsoil conditions, latent conditions, the timing of the purchase, wetland restrictions, easements, or dimensional controls. The HEDIC advises prospective purchasers to have their attorney examine the appropriate title as any buyer would. Purchasers will take property subject to any restrictions, easements, covenants, or conditions that may exist.
- 3) As part of the proponent's Technical Proposal, the selected purchaser shall certify that the intended use of the property is consistent with applicable Holyoke Zoning Ordinances and Massachusetts General Laws. Any zone change, special permit or variance application, if needed, would have to be sought separately from this sale through their respective processes and will be the sole responsibility of the winning Proponent. Through the award of this RFP, the HEDIC makes no assurances as to the approval of any zone change, special permit, site plan review or variance application, if sought.

F) TERMS AND CONDITIONS OF PURCHASE AND SALE AGREEMENT: After the HEDIC approves the most responsive and responsible offer, the selected proponent and the HEDIC shall negotiate and execute a Purchase and Sale Agreement with conditions and specifications to be specifically and expressly included in said contract (additional or amended terms to the purchase and sale contract are subject to the agreement of both parties, provided that all such additional terms shall be consistent with the conditions and specifications provided in this request for proposal).

- G) REVERTER CLAUSE: This property will be conveyed with the understanding that development on the parcel will occur in accordance with the submitted Technical Proposal. Development, including design plans and improvements to the existing building and/or land must begin no later than six months from the date of the closing. If such development does not begin within the six-month period following the closing, at the Seller's option, the buyer shall be required to reconvey title to the Premises to the Seller for \$1.00. Should such development not be substantially completed within two years after the date of closing, at the Seller's option, the buyer shall be required to reconvey title(s) to the Premises to Seller for \$1.00. Substantially completed shall mean that a re-development plan is completed, that engineering/architectural design/plans are complete, evidence that financing is available, and that the approved plans are more than half-way constructed.
- H) PAYMENT OF TAXES OR PILOT: All parcels will be sold free and clear of any unpaid real estate taxes or municipal liens assessed. However, the successful proponent is required, pursuant to M.G.L. c. 44, §63A, to make a payment in lieu of taxes to the City of Holyoke from the date of the deed transferring title from the HEDIC to the successful proponent to June 30, of the current Fiscal Year at the time of closure. In the event the closing does not take place at least thirty (30) days prior to the end of the fiscal year, the successful proponent shall make a payment in lieu of taxes for the current and next fiscal year. Such tax shall be computed by applying the tax rate for such fiscal year to the sale price.

4. PRICE PROPOSAL INSTRUCTION/TERMS

In order to qualify as a responsive proposal, proponents are required to complete the following form and submit the same as part of its price proposal:

OFFER TO PURCHASE REAL ESTATE

TO: Holyoke Economic Development and Industrial Corporation (HEDIC
(Seller)

DATE: _____

RE: Land comprised of 3 parcels known as 473-489 Pleasant and 495 Pleasant Street and described in the Holyoke Assessors records as Map 091, Block 00, Parcels 060, 060A and 061 ("Premises").

We hereby offer to purchase the Premises subject to the terms and conditions contained in Request for Proposal issued by the HEDIC for the Premises. We hereby agree to incorporate said RFP by reference in this Offer.

- A) We will purchase the Premises from the HEDIC for \$ _____.
A certified check for \$5,000.00 is enclosed with our Technical Proposal by Buyer, made payable to the "Holyoke Economic Development and Industrial Corporation", as a deposit to validate this offer.
- B) If the HEDIC does not accept this Offer within ninety (90) days, this offer shall be void and the bid deposit paid with this Offer shall be returned to Buyer. Said deposit shall be returned to Buyer immediately if the Offer is rejected at a sooner time.
- C) If the HEDIC accepts this offer, we the Buyers, agree as follows:
1. To sign a Purchase and Sales Contract within sixty (60) days after Buyer has been notified that the HEDIC has approved its proposal. In the event Buyer fails to sign the document as agreed herein, the HEDIC shall have the right to revoke acceptance of the offer to buy, retain the \$5,000.00 bid deposit submitted with such offer, and accept the next most advantageous proposal.
 2. To pay the HEDIC, as a condition precedent to the HEDIC delivering the deed to us, the cost of recording, surveys, inspections, appraisals, advertisements, hazardous and toxic waste inspections, and reports and abatements and to substantially begin use of the premises for the purposes we stated above at closing.
- D) We, the Buyers, agree that we, or any person(s) who has equity in the Premises, shall pay any and all delinquent taxes owed the City of Holyoke or any monetary claims the City of Holyoke has against such person(s) prior to the date of delivery of the deed, if applicable.
- E) The HEDIC and its respective officers, employees and agents, make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP, the physical condition of the Site, the status of title thereto, its suitability for any specific use, the absence of hazardous waste, or any other matter. All due diligence is the responsibility of the Proponent and Proponents are urged to satisfy themselves with respect to the physical condition of the Site, the information contained herein, and all limitations or other arrangements affecting the Site. As stated in the RFP, HEDIC will make available for review, to any Proponent so requesting, any site documents in its possession. HEDIC will not be responsible for any injury or damage arising out of or occurring during any visit to the Site.

The Buyer agrees to protect, defend, hold harmless and indemnify the HEDIC and each of its officers, directors, employees and respective successors against, and in respect of any and all claims, losses, liabilities, damages (whether special, consequential or otherwise) which may be suffered or incurred by any of them relating to, arising out of or resulting from, or by reason of any and all present or future liabilities or obligations under any federal, state or local law (including common law) regulation, order, decree relating to pollution control, environmental protection, health, welfare, public safety, personal injury, property damage or any other type of claim arising from:

1. the handling, storage, use, transportation or disposal of any Hazardous Substances in or from the premises;
2. any intentional or unintentional emission, discharge or release of any pollutant into or upon the air, surface water, ground water or land;
3. the presence of any toxic, flammable or hazardous building material (including but not limited to asbestos or similar substances) in any portion of the premises, including but not limited to the exterior, and interior walls, floors, ceilings, tile, insulation or any other portion of the building structures.

NOTICE:

HEDIC reserves the right to interview proponents, request changes in the bids, reject all bids, modify the bid proposal, negotiate price and terms or withdraw its selection and select another proponent even after a proponent prevailed during the bidding process, in its sole discretion.

This is a legal document. Consult an attorney. Upon acceptance by the Holyoke Economic Development and Industrial Corporation, it constitutes a binding agreement on both parties. Both parties acknowledge that they have been offered the opportunity to seek and confer with legal counsel of their choice prior to signing this agreement.

Signed & Sealed

Buyer

Buyer

Address of Buyer(s) _____

Daytime Phone Number _____

ACCEPTANCE

This Offer is hereby accepted upon the foregoing terms and conditions and the receipt of the deposit of \$ 5,000.00 is hereby acknowledged. Said acceptance is contingent upon the approval of said offer by the HEDIC.

HEDIC Chairperson

On _____, the HEDIC voted to select the offer and authorized its Chairperson to execute all documents related to the sale of the property. The vote was:

_____.

HEDIC Clerk

5. TECHNICAL PROPOSAL – INSTRUCTIONS/TERMS

A) INTRODUCTION

The Holyoke Economic Development and Industrial Corporation (HEDIC) is seeking interest from qualified real estate developers and/or end users for the purchase and development of the 1.1 acre parcel of land at the corner of Hampden & Pleasant Streets in Holyoke, Massachusetts. The premises is comprised of 3 parcels known as 473-489 Pleasant and 495 Pleasant Street and described in the Holyoke Assessors records as Map 091, Block 00, Parcels 060, 060A and 061 and has a total assessed value of \$109,000. In order for the HEDIC to determine whether a prospective proponent submits a responsive and responsible proposal, proponents are required to submit as part of its Technical Proposal:

1. A profile/description of itself (whether it be an individual, partnership, corporation or otherwise) demonstrating capacity, i.e. previous development work.
2. The intended use of the property through narrative text and any graphics, design plans, prior projects and any other means, which may be necessary. Proponents should also describe how they intend to engage the community so that they can provide feedback and input to the project's development and how it would relate to the neighborhood abutting it.
3. An estimated Pre-Development and Development Schedule.
4. Financial analysis, including letters from banks, indicating proponent's ability to financially support the plans contained in this RFP. A project budget, with as much detail as possible, should be included.
5. Letter of Interest showing commitment of tenant, if applicable.
6. Evidence that the proponent is in good corporate standing under the laws of the Commonwealth of Massachusetts.

B) EVALUATION CRITERIA

1. Minimum Evaluation Criteria – The following general criteria reflect the minimum standards, which the HEDIC considers essential for the satisfactory performance of this proposal. These criteria will be used to identify the most responsive and responsible proposal and to proceed to the Comparative Evaluation Criteria.
 - (a) The type of development plan and the ability of said plan to maximize the use of the site which will be judged by level of investment, potential real estate property tax revenue, and the creation of new jobs. HEDIC will require any developer, or owner of the site, to create a minimum of 7 full time jobs preferably for residents of Holyoke, 4 of which shall be filled by low/moderate income persons. The development plan should be consistent with the HEDIC Economic Development Plan for the site, the City of Holyoke Zoning Ordinances and compatible with the neighborhood, both in use and design, complimenting abutting properties.
 - (b) Qualifications of the proponent, including real estate development experience, to develop and construct a quality project.
 - (c) Qualifications of any designers/engineers/partners/tenants/subcontractors who will work with the proponent on the project.

- (d) In furtherance of HEDIC's mission of economic development, the disposition of the Site will be subject to HEDIC's determination that a Proponent's project will fulfill the site's Economic Development Plan.
2. Comparative Evaluation Criteria – Each proposal having met the Minimum Evaluation Criteria will be subject to the following Comparative Evaluation Criteria:
- (a) Proposals having the following standards will merit Highly Advantageous Ratings:
 - i. Improvements to the land must begin no later than six months from the date of the closing;
 - ii. Substantial improvements to the land through the construction of a new building(s) and acquisition of a Certificate of Occupancy from the City of Holyoke within one year from the date of closing;
 - iii. Design, architecture and aesthetics of any new building(s) or structure(s) which conform to area green space, buildings and structures and are of top quality design and material;
 - iv. Aesthetic improvements include landscaping and lighting;
 - v. Improvements to City infrastructure such as water, sewer and storm drain located on or near property;
 - vi. Demonstration of Proponents capacity and experience to undertake and complete extensive real estate development projects similar to the project as proposed for the site; and
 - vii. Proof, in the form of a financial statement(s), loan commitment(s), grant award(s) or other documentation showing that the proponent has the financial means to acquire the property, perform the necessary rehabilitation/construction to obtain a certificate of occupancy and to make the improvements which are proposed in proponents technical proposal.
 - (b) Proposals which meet the following standards will merit an Advantageous Rating:
 - i. Improvements the existing land must begin no later than six months from the date of the closing, and project completed within two years from date of closing;
 - ii. Some improvements to the property through the construction of a new building(s) or structure; and
 - iii. Design, architecture and aesthetics of any new building which does not conform to area buildings and structures but are of top quality design and material;
 - iv. Demonstration of Proponents capacity and experience to undertake and complete extensive real estate development projects similar to the project as proposed for the site; and
 - v. Proof, in the form of a financial statement(s), loan commitment(s), grant award(s) or other documentation showing that the proponent has the financial means to acquire the property, perform the necessary rehabilitation/construction to obtain a certificate of occupancy and to make the improvements which are proposed in proponents technical proposal.

- (c) Proposals which meet the following standards will merit an Unacceptable Rating:
- i. No planned improvements to the property other than general maintenance or projects estimated to take more than two years from date of closing to complete.
 - ii. Design, architecture and aesthetics of any new building which does not conform to area buildings and structures and are not of top quality design and material;
 - iii. Little or no demonstration of Proponents capacity and experience to undertake and complete the project as proposed; and
 - iv. Limited financial means by which to make the necessary improvements to obtain a certificate of occupancy.

THIS FORM MUST BE COMPLETED AND RETURNED

REVERTER CLAUSE

This property will be conveyed with the understanding that development on the parcel will occur in accordance with the submitted Technical Proposal. Development, including design plans and improvements to the existing building and/or land must begin no later than six months from the date of the closing. If such development does not begin within the six-month period following the closing, at the Seller's option, the buyer shall be required to reconvey title to the Premises to the Seller for \$1.00. Should such development not be substantially completed within two years after the date of closing, at the Seller's option, the buyer shall be required to reconvey title(s) to the Premises to Seller for \$1.00. Substantially completed shall mean that a re-development plan is completed, that engineering/architectural design/plans are complete, evidence that financing is available, and that the approved plans are more than half-way constructed.

To comply with the above clause, you must sign the form below and return it with your offer.

I have read the above and agree to accept the terms and conditions of the Reverter Clause.

(Name of person signing proposal)

(Print name)

(Date signed)

(Address)

THIS FORM MUST BE COMPLETED AND RETURNED

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under 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.

(Name of person signing proposal)

(Print name)

(Name of Business)

THIS FORM MUST BE COMPLETED AND RETURNED

CHAPTER 233 (SECTIONS 35 and 36) of the ACTS AND RESOLVES OF 1983 enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of goods and/or services to attest under the penalty, that he/she is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, YOU MUST SIGN THE FORM BELOW AND RETURN IT WITH YOUR BID OFFER. ANY PERSON FAILING TO SIGN THE ATTESTATION CLAUSE SHALL NOT BE ALLOWED TO OBTAIN, RENEW OR EXTEND A LICENSE, PERMIT OR CONTRACT.

PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 62C, SECTION 49A, I 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 REQUIRED UNDER THE LAW.

FURTHERMORE, I HAVE NO OUTSTANDING OR LATE CITY TAXES.

COMPANY NAME

FEDERAL IDENTIFICATION/
SOCIAL SECURITY NUMBER

ADDRESS

CITY

STATE

ZIP

AUTHORIZED SIGNATURE

TITLE

PRINT NAME – AUTHORIZED SIGNER

DATE SIGNED

THE SUCCESSFUL PROPONENT WILL BE REQUIRED TO OBTAIN A RELEASE FROM THE CITY OF HOLYOKE TAX OFFICE SHOWING ALL CITY TAXES ARE PAID. FAILURE TO PROVIDE STATEMENT WILL BE BASIS FOR REJECTION.