

**CITY OF HOLYOKE, MASSACHUSETTS
REQUEST FOR PROPOSALS**

1575 Northampton Street, Holyoke Massachusetts



REQUEST FOR PROPOSAL # 998

Proposals are due before 2:00 PM on January 18, 2018



**Request for Proposals # 998:
1575 Northampton Street, Former Lynch Middle School
November 29, 2017**

The City of Holyoke, Massachusetts has issued a Request for Proposals for the disposition of a property declared surplus property by the Holyoke City Council

Instructions:

1. Request the full RFP: the Request for Proposals containing a more detailed listing of the property, a description of any and all obligations of the buyer, the procedure that will be used in selecting a responsive and responsible proposal, and further instructions for applicants may be obtained in person at the City's Purchasing Department in the lower level of the City Hall, Room 15, between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday, by phone at 413-322-5650 or by sending an email to belangerl@holyoke.org and sheridanb@holyoke.org.
2. Questions: any and all questions shall be directed solely to the Chief Procurement Officer at belangerl@holyoke.org or 413-322-5650. Any contact with any other City employee may be cause for disqualification.
3. Submit the completed RFP to: Lori Belanger, Chief Procurement Officer at City of Holyoke Purchasing Department, Room 15, City Hall, Holyoke, MA 01040.
4. The deadline to submit proposals is **January 18, 2018**, at which time the bids will be publicly opened and read in the Purchasing Department Bid Room.

Property Description: The property is more particularly described as: A parcel of land and a building described in the Holyoke Assessors records as Map 105, Block 00, Parcel 061; improved with an approximate 87,369 square foot building situated on approximately 2.94 acres. **The parcel of land and the building described above located at 1575 Northampton Street will be conveyed, "AS IS".**

The site offers great access for Interstate 91 travelers and a convenient alternative to stopping in Springfield or Northampton.

Objective: It is the City's desire to obtain proposals which include a commitment to improve the property, stimulate private investment, create employment opportunities for residents and increase real estate property tax revenue to the City of Holyoke.

The City seeks a use that will be a destination for out of town travelers as well as an attraction to area residents. Ideally, a development would include a commercial use that complements the area. Automotive and drug-store uses will not be considered by the City of Holyoke.

Important Notes: Proposals must be submitted in accordance with the instructions listed herein. Proposals that fail to meet the requirements of this Request for Proposal may be rejected. The City reserves the right to reject any and all Proposals.

Table of Contents

1. The Opportunity	4
2. Purpose, Procedure & Timetable.....	6
3. General Terms and Conditions	7
A) Introduction.....	7
B) Submission Requirements.....	7
C) Delivery of Proposal.....	7-8
D) Review Process	8
E) Condition of Bid.....	8-9
F) Terms and Conditions of Purchase and Sale Agreement	9
G) Reverter Clause	9-10
H) Payment of Taxes or PILOT.....	10
4. Technical Proposal – Instructions/Terms	11
5. Price Proposal – Instructions/Terms	12-13
6. Evaluation Criteria	14
1. Minimum Evaluation Criteria	14
2. Comparative Evaluation Criteria	14-15

Documents to Sign

<input type="checkbox"/> Price Proposal	13
<input type="checkbox"/> Reverter Clause	17
<input type="checkbox"/> Certificate of Non-collusion	18
<input type="checkbox"/> Tax Compliance	19

Other

<input type="checkbox"/> Submission Requirement Checklist	20
-----------------------------------------------------------------	----

1. THE OPPORTUNITY

The City of Holyoke, by vote of its City Council, has made the property described as **1575 Northampton Street** available for disposition. The City is seeking the highest and best use for the former Lynch School and accordingly, requests proposals which include a commitment to improve the property, stimulate private investment, create employment opportunities for residents and increase real estate property tax revenue to the City of Holyoke.

The site offers great access for Interstate 91 travelers and a convenient alternative to stopping in Springfield or Northampton. The City also seeks a use that will be a destination for out of town travelers as well as an attraction to area residents. Ideally, a development would include a commercial use that complements the area. Automotive and drug-store uses will not be considered by the City of Holyoke.

Therefore, the City of Holyoke seeks proposals from qualified parties to purchase the property as described below.

1575 Northampton Street description:

A parcel of land and a building, described in the Holyoke Assessors records as Map 105, Block 00, Parcel 061, containing approximately 2.94 acres with a former school building approximately 87,369 square feet in size The premises known as 1575 Northampton Street, Holyoke, Hampden County, Massachusetts, is more particularly described as two parcels collectively, in Hampden County Registry of Deeds Book 2086, Page 67, and in Book 2077, Page 478. The Premises includes 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.



1575 Northampton Street description continued:

TOTAL LAND AREA: 2.94 Acres

BUILDING SIZE: Approximately 83,000 square feet

CURRENT ZONING: R-1A – Single Family Residence

UTILITIES: Water, Sewer, Gas & Electric available.

PROPERTY TAXES: Paid at the time of closing for the remainder of the Fiscal Year (pursuant to M.G.L. c. 44, s.63A). Property will be sold free and clear of any previous unpaid real estate taxes and municipal liens.

BUILDING: Property contains a school style building of approximately 83,000 square feet of finished floor space, built about 1952 having a brick exterior. Includes an auditorium and gymnasium. Interior walls are mostly concrete masonry and brick, with some of the classrooms having plaster walls. The old tar and gravel roof was replaced with a membrane roof cover. The building is a two-story structure, including various roof level mechanical/HVAC rooms and two large utility crawlspaces, with a gas/steam heating system.

ADDITIONAL INFORMATION AVAILABLE AT: <https://holyokema.mapgeo.io>
and
<http://www.holyoke.org/departments/purchasing-department/#extra1-tab>

2. PURPOSE, PROCEDURE & TIMETABLE

As part of the technical requirements of this Request for Proposal, bidders 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 "Technical Proposal" as well as additional terms and conditions can be found in section 5, entitled "Technical Proposal." The procedures for submitting a price proposal can be found in section 6, entitled "Price Proposal." **Both proposals are due before 2:00 PM on Thursday, January 18th, 2018, as outlined in the following key dates:**

November 29, 2017 at 10:00 AM

Advertisement published in the Central Register:

November 29, 2017 at 10:00 AM

Request for Proposal documents available electronically at belangerl@holyoke.org and sheridanb@holyoke.org

December 19, 2017 at 9:00 AM

**Property inspection: Please note that property inspections will begin promptly at 9:00 AM. Please arrive 15 minutes early to sign in. Pre-registration is encouraged by emailing John Dyjach @ dyjachj@holyoke.org
*This is not a drop-in open house.***

January 4, 2018 at 2:00 PM

Deadline for submitting written questions. Email questions to belangerl@holyoke.org

January 11, 2018 at 2:00 PM

Deadline for the city to answer questions and issue addenda: Answers to be emailed to all who requested RFP.

January 18, 2018 at 2:00 PM

Deadline to submit both proposals: Technical proposals will be publicly opened and read in the Purchasing Department, Room 15, Holyoke City Hall, 536 Dwight Street, Holyoke, MA.

January 25, 2018 at 2:00 PM

Price proposals will be publicly opened and read in the Purchasing Department, Room 15, Holyoke City Hall, 536 Dwight Street, Holyoke, MA.

GENERAL TERMS AND CONDITIONS

A) **INTRODUCTION:** Proposals should indicate the intended use of the premises and should demonstrate the intention to request a zone change if necessary. However, the City makes no assurances as to the approval of any zone change, special permit or variance application, if needed, through the sale of this property. 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.

B) **SUBMISSION REQUIREMENTS:**

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

1) **TECHNICAL PROPOSAL AND GUARANTY** – the first envelope must contain the Technical Proposal and a Proposal Guarantee. The Technical Proposal presents the intended use for the properties through narrative text, graphics, design plans, prior projects and any other means necessary. 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 "City of Holyoke". **Please submit an additional 2 copies of your non-price proposal.**

2) **PRICE PROPOSAL** – the second 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 properties for, exclusive of the costs for utilities, closing costs, brokerage fees and other costs associated with the purchase of this property. The bid deposit shall be submitted with the price proposal. The City reserves the right to negotiate the Price Proposal to the extent permissible by Massachusetts General Laws.

THE TERMS OF THIS RFP MAY NOT BE MATERIALLY ALTERED. THE CITY RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT IS INCONSISTENT WITH THE TERMS SET FORTH HEREIN.

C) **DELIVERY OF PROPOSALS:**

1) **The Technical Proposal (containing the Proposal Guarantee) and the Price Proposal must be submitted in separate, sealed envelopes** and delivered to the City of Holyoke Purchasing Department by the submission deadline as stated in section 5.

2) On the outside of the envelopes shall be written the bidders name and address, the bid number (see front cover of this bid), the name and description of the project for which the bid is submitted (i.e. "Purchase of Property for Commercial and/or Residential Use") and either "Price Proposal" or "Technical Proposal" as the case may be.

3) Proposals received after the time designated in the Advertisement for Proposals, or proposals received at other than the designated place will be returned to the bidder unopened. Proposals that fail to meet the requirements of this Request for Proposal may be rejected.

4) Bidders submitting a proposal should be available for an interview anytime in the first week after the closing date

D) REVIEW PROCESS: After the technical proposals have been opened and made available to the public, the following shall occur:

1) The Mayor, or his designee(s), shall evaluate the technical proposals submitted by prospective bidders meeting the minimum criteria. Evaluations shall be submitted to the Chief Procurement Officer within 7 days after the technical proposals have been opened. Evaluations will be based on the criteria set forth in this RFP.

2) Price Proposals shall be opened and made available to the public at 2:00 PM on January 25, 2018.

3) The Chief Procurement Officer selects the most advantageous responsive and responsible proposal taking both the Technical Proposals and the Price Proposals into consideration and makes a recommendation to the Mayor. 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. **The City reserves the right to reject any and all proposals as well as negotiate with the selected proponent to the extent allowable under Massachusetts General Laws.**

3) Following the Mayor's concurrence, the Chief Procurement Officer will submit the selected proposal and Offer to Purchase to the City Council for approval. Once approved by the City Council, the Mayor shall negotiate and execute the Purchase and Sale Agreement and set a closing date. Any zone change and/or site plan approvals required as part of the proposed development, if needed, will be required to be obtained by the winning bidder 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 bidder on approval of the sale by the Holyoke City Council.

2) If the successful bidder is a non-profit entity who would be exempted from taxes, the deed shall include a clause for Annual Payments in Lieu of Taxes pursuant to Section H of this Request for Proposal.

3) The City advises prospective bidders to inspect the land and building 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 and building for sale. A viewing shall occur at the date and time designated by the City herein.

The City makes no representations, express or implied, regarding the property it offers for sale. The land and building 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 city 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.

The City makes no representation that the property is free of any encumbrances, including environmental contamination. The City has no knowledge of any environmental finding beyond those stated in a 2015 environmental site assessment report. A copy of the site assessment can be accessed from the Purchasing Department web site under the Current Public Bids-Surplus Sales tab at:

<http://www.holyoke.org/departments/purchasing-department/>

A **Release Deed** will be given. The City advises the prospective purchaser to have their attorney examine the appropriate title as any buyer would. Purchaser will take subject to any encumbrances, restrictions, easements, covenants, or conditions that may exist.

4) As part of their 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, or that the proponent will request a zone change. 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 City 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 Mayor has accepted the most responsive and responsible offer to purchase and the City Council has approved the offer, the selected bidder and the City shall 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:** If the Buyer violates any term and/or condition of sale, the seller reserves the right to record the Reverter Deed thereby conveying the property back to City ownership pursuant to the terms set forth in the Reverter Deed.

1) Buyer acknowledges and agrees that the Premises will be conveyed with the understanding that:

- a. Development of the Premises will occur in accordance with the submitted Technical Proposal
- b. Commencement of construction, which shall include but not limited to building rehabilitation, site preparation, earth-moving, excavating and the demolition of structural, load bearing elements of the existing building, shall occur no later than six (6) months from the date of the Closing, subject to force majeure events;
- c. Such development of all or a portion of the building or land shall be substantially completed within two (2) years after the date of Closing, subject to force majeure events. Substantially completed shall mean that a Certificate(s) of Occupancy shall have been issued for the building(s) on the Premises. Seller acknowledges that Buyer may construct some or all of the improvements in multiple phases. Provided at least one such phase complies with the provisions set forth in this paragraph, Buyer shall be deemed to have complied with the terms set forth herein.

2) In the event that Buyer elects to obtain conventional financing for the development of improvements to the Premises, Buyer may request a release of the restrictions set forth in paragraph (1) (the "Release") which Release shall be in recordable form. The request for a Release shall be made in writing at least thirty (30) days prior to the closing of any loan and shall include evidence of said financing in the form of a loan commitment, evidence of lease(s) for the Premises, and development plans. Approval of the Release at Closing, and the Title Company shall hold the Release in escrow pending notification from the Seller of the commencement of construction (as described in paragraph (1) above), at which time the Title Company shall record the Release.

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 from the date of the deed transferring title from the City to the successful bidder to June 30, of the current Fiscal Year at the time of closing. In the event the closing does not take place at least thirty (30) days prior to the end of the fiscal year, the successful bidder 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.

An annual "in lieu of tax" payment will be required of any tax-exempt entity purchasing this property. The annual minimum "in lieu of tax" payment will be calculated as follows:

$$(\text{Assessed Value Per Thousand}) \times (\text{Tax Rate}) \times (\text{Fifty Percent}).$$

The successful bidder shall make the annual payment in lieu of tax payment commencing in the fiscal year of the closing and all subsequent fiscal years. Tax-exempt proposals that pay a higher percentage PILOT are encouraged.

4. TECHNICAL PROPOSAL – INSTRUCTIONS/TERMS

The City of Holyoke is offering for sale the property known as 1575 Northampton Street. In order for the City to determine whether a prospective bidder submits a responsive and responsible proposal, Bidders 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).
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. Bidders 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 bidder'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 a tenant, if applicable.

5. PRICE PROPOSAL - INSTRUCTION/TERMS

In order to qualify as a responsive proposal, Bidders are required to complete this form and submit the same as part of its price proposal. The City of Holyoke reserves the right to negotiate the price proposal to the extent allowed by Massachusetts General Laws.

Suggested Minimum Bid: \$550,000.

Bids which offer less than this threshold shall outline how the proposed project is aligned with public interests, impacts and goals, including but not limited to, employment, expected tax income to the City, availability of affordable move-in ready commercial space, or the introduction of new or under provided services or products to the City as determined by the evaluation committee.

OFFER TO PURCHASE REAL ESTATE

TO: THE CITY OF HOLYOKE ("CITY") Date: _____
(Seller)

RE: Building and Land ("Premises"), as shown on the City of Holyoke Assessors' records as:

A parcel of land and a building, described in the Holyoke Assessors records as Map 105, Block 00, Parcel 061. Improved with an approximate 87,369 square foot building situated on approximately 2.94 acres.

We hereby offer to purchase the Premises subject to the terms and conditions contained in Request for Proposal ("RFP") #**998**, issued by the City for the Premises. We hereby agree to incorporate said RFP by reference in this Offer.

A) **We will purchase the Premises from the City of Holyoke for \$ _____.**

A certified check for \$5,000.00 is enclosed with our Technical Proposal by Buyer, made payable to the "City of Holyoke", as a Guaranty to validate this offer.

B) If the Mayor or City Council does not accept this Offer within ninety (90) days, this offer shall be void and the Guaranty paid with this Offer shall be returned to Bidder. Said Guaranty shall be returned to Bidder immediately if the Mayor or City Council rejects this Offer at a sooner time.

C) If the Mayor and City Council accept this offer, we the Bidder(s), agree as follows:

1. To sign a Purchase and Sale Contract (sample attached) within sixty (60) days, or such additional time as agreed upon in writing, after Buyer has been notified that the City Council has approved its proposal. Upon execution of the Purchase and Sale Contract, **the Buyer shall make an additional deposit of 5% of the sale price with the \$5,000.00** Guaranty credited towards that amount (referred to hereinafter as "the Deposit"). In the event Buyer fails to sign the document as agreed herein, the City shall have the right to revoke acceptance of the offer to buy, retain the Guaranty submitted, and accept the next most advantageous proposal.
2. To pay the City, as a condition precedent to the City delivering the deeds 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 Buyer(s), agree that we, or any person(s) who has equity in the Premises, shall pay any and all delinquent taxes owed the City, or any monetary claims the City has against such person(s) prior to the date of delivery of the deed, if applicable.
- E) The Buyer agrees to protect, defend, hold harmless and indemnify the City of Holyoke 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.

Buyer shall (a) comply with the requirements of all federal, state, and local environmental laws relating to its use of the Premises, and (b) immediately notify the Seller in the event of any material spill, pollution or contamination affecting the Premises from oil, friable asbestos, hazardous waste, hazardous material, or other waste or material regulated or limited by applicable federal, state, or local environmental law or regulation ("Hazardous Material").

NOTICE: This is a legal document. Consult an attorney. Upon acceptance by the City, and approval by the Holyoke City Council, 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) _____

Phone Number _____

6. EVALUATION CRITERIA

1. Minimum Evaluation Criteria – The following criteria reflect the minimum standards, which the City considers essential for the satisfactory performance of this proposal. These criteria will be used to identify the most responsive and responsible proposal:
 - (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. The development plan should be consistent with the parcel's zoning or should provide an explanation as to the type of zoning that will be sought, if necessary, and shall be compatible with the neighborhood, both in use and design, complementing abutting properties.
 - (b) Qualifications of the bidder, including real estate development experience, to develop and construct a quality project.
 - (c) Qualifications of any designers / engineers /partners / occupants / subcontractors who will work with the proponent on the project.
 - (d) Bidders must provide evidence that the bidder is in good corporate standing under the laws of the Commonwealth of Massachusetts.
2. Comparative Evaluation Criteria – Each proposal having met the Minimum Evaluation Criteria will be rated Highly Advantageous (HA), Advantageous (A) or Not Advantageous (NA) based on the following criteria. A composite rating will then be determined by the RFP Review team.
 - (a) Experience and Capacity
 - HA – Demonstration of bidder's capacity and experience to undertake and complete extensive real estate development projects similar to the project as proposed for the site.
 - A – Some demonstration of bidder's capacity and experience to undertake and complete the project as proposed.
 - NA – Little or no demonstration of bidder's capacity and experience to undertake and complete the project as proposed.
 - (b) Project Feasibility
 - HA – Proof, in the form of a financial statement(s), loan commitment(s), grant award(s) or other documentation showing that the bidder has the financial means to acquire the property, perform the necessary rehabilitation and/or construction to obtain a certificate of occupancy and to make the improvements which are proposed in Bidder's technical proposal.
 - A – Limited proof of financial means by which to make the necessary improvements to obtain a certificate of occupancy.
 - NA – No proof of financial means by which to make the necessary improvements to obtain a certificate of occupancy.

(c) Implementation

HA – The work plan is fully detailed and reasonable. The development timeframe expedites the return of the property to a productive use. The site programming is solidly sustainable into the future.

A – The work plan needs further detail but appears reasonable give the proposed project. The development time frame is realistic but lengthy or dependent upon many unknown variables. The sustainability of the project is risky but promising.

NA – The work plan lacks sufficient detail or fails to address major tasks. The timeframe is unrealistic. The site programming is not realistic.

(d) Program and Design

HA – The proposed development plan is contextual and greatly enhances the surrounding community. The development plan is consistent with the parcel's zoning or provides an explanation as to the type of zoning that will be sought, if necessary. The proposed development plan demonstrates a large investment, results in significant real estate property tax revenue and generates new jobs.

A – The proposed development plan does not seem to adversely impact the surrounding community. The proposed development plan demonstrates an adequate investment, results in some real estate property tax revenue and generates more than one new job.

NA – The proposed development does not conceive of significant improvements to the property other than general maintenance. The project adds negligible value to the City's tax base.



THIS FORM MUST BE COMPLETED AND RETURNED

REVERTER CLAUSE

Buyer acknowledges and agrees that the land and building at 1575 Northampton Street (the "Premises") will be conveyed with the terms of the Reverter Clause as listed in Section 3. G. of RFP #998 and below.

If the Buyer violates any term and/or condition of sale, the seller reserves the right to record a Reverter Deed thereby conveying the Premises back to City ownership pursuant to the terms set forth in the Reverter Clause and the following:

If development does not begin within the six-month period following the closing, the buyer shall be required to reconvey title to the Premises to the Seller for 90% of the sale price upon request of the Seller. If such development does not begin within the one-year period following the closing, the buyer shall be required to reconvey title to the Premises to Seller upon request of the Seller for 75% of the sale price. Should such activity not substantially occur within two years after the date of closing, the buyer shall be required to reconvey title to the Premises to Seller upon request of the Seller for 50% of the sale price. Substantially occur shall mean that the buyer has made renovations to the property and that at least half of the building is occupied. At any time after the closing, but prior to development having substantially occurred, if Buyer fails to stay current on property taxes for two consecutive quarters, Buyer shall be required to reconvey title to the Premises to Seller upon request of the Seller for 75% of the sale price, less any taxes owed to the City.

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

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

(Signature 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

SUBMISSION REQUIREMENT CHECKLIST

Bid # 998

Sale of 1575 Northampton Street (Lynch School)

- _____ 1 original technical (non-price) proposal
- _____ 7 copies of the technical (non-price) proposal
- _____ 1 original price proposal form signed and submitted in separate envelope
- _____ Reverter Clause form signed
- _____ Certificate of Non-Collusion signed
- _____ Tax Compliance form signed
- _____ \$5,000.00 deposit. Payable to: The City of Holyoke, submitted with the original technical (non-price) proposal.

The City reserves the right to request any additional and applicable information.