

**Town of Great Barrington  
Selectboard**

**REQUEST FOR PROPOSALS  
FOR  
DISPOSITION OF REAL PROPERTY KNOWN AS**

**Housatonic School  
Located in the  
Village of Housatonic in the Town of Great Barrington**

**Issued: May 10, 2017**

**Responses Due: August 25, 2017**

**REQUEST FOR PROPOSALS**

*For Purchase or Lease of Housatonic School*

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## REQUEST FOR PROPOSALS

### *For Purchase or Lease of Housatonic School*

**Proposals Due: June 30, 2017, by 2:00 PM**

#### **I. Introduction**

Pursuant to M.G.L. c. 30B, §16, the Town of Great Barrington, acting through the Town Manager on behalf of the Selectboard, hereby requests proposals from developers to purchase or lease the Housatonic School (the “Premises”). The Housatonic School was built in 1907 and served as an elementary school until it was closed in 2003. The property is prominently located in the center of the Village of Housatonic.

The applicable terms, conditions, and restrictions are more fully set forth below. For purposes of this Request for Proposals (RFP), the proposer or developer that is ultimately awarded a lease or sale of the Premises shall hereinafter be called the “Developer,” and the development and use of the Premises for the Permitted Uses shall hereinafter be called the “Project.”

The purpose of this RFP is to facilitate the selection of a Developer who demonstrates the qualifications and capacity, as determined through the application of the Evaluation Criteria set forth herein, that are necessary to effectuate the redevelopment and reuse of the former Housatonic School in a manner consistent with the objectives, terms, and conditions set forth herein.

The Town and the Selectboard believe that the information provided in this RFP (including all Exhibits and supplements hereinafter referred to as the “Premises Information”) is accurate. The Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the description of, or information about, the Premises. The Town and Selectboard assume no liability for the inaccuracy or incompleteness of the information. The Developer assumes all risk in connection with the use of the information and releases the Town and Selectboard from any liability in connection with the use of the information by the Developer.

The Town and the Selectboard makes no representation or warranty, expressed or implied, with respect to the Premises, including without limitation, the value, quality, or character of the Premises; or its fitness or suitability for any particular use and/or the physical and environmental condition of the Premises. The Premises will be sold or leased in its “as is” condition.

#### **II. Location and Setting**

The Village of Housatonic is a New England village on the banks of the Housatonic River in the Town of Great Barrington, in southern Berkshire County. The Village is home to four landmarks buildings listed on the National Register of Historic Places—Housatonic Congregational Church, Monument Mills, Ramsdell Public Library, and Rising Paper Mill—as well as three restaurants, three art galleries, two recording studios, and one dance studio. The Village is eminently walkable on a sidewalk network, and hiking trails lead up to the permanently conserved Flag Rock for a scenic view of the Village.

The Village of Housatonic is designated by the US Census as the Housatonic Census Designated Place (CDP) and is part of the Town of Great Barrington. The Village is located on the northern edge of the town and formed in the early 1800s around textile and paper mills. At its peak, Monument Mills, a textile manufacturer, occupied five factory buildings totaling 420,000 square feet and had 500 employees. The company built housing for its workers, many of whom were immigrants, throughout the village. Monument Mills closed in 1956 and the Village entered a period of decline. Today, many of the mill buildings remain, some are well utilized, and the Village has been revitalized by the presence of art galleries and related commercial activity. According to the US Census, the Housatonic CDP has a population of 1,109 with a median household income of \$55,750. There are 408 housing units and 96.1% of the residents have a high school education or higher.

The principal roadways serving the area are Interstate 90 (the Mass Pike) running east/west and having an entrance 15 minutes northeast of Housatonic, and US Route 7 and State Route 183, both of which run north/south. Housatonic is approximately five miles north of downtown Great Barrington, four miles south of downtown Stockbridge, and nine miles south of Lenox. It is also nearby multiple urban centers, including Pittsfield, MA, Albany, NY, and Hartford, CT, and is just 2.5 hours from Boston, MA and New York, NY. The area is served by Peter Pan Bus, Metro North Railroad in nearby Wassaic, NY, and intermodal facilities from Pittsfield, MA.

Distances from Housatonic	
<u>Location</u>	<u>Miles</u>
Pittsfield, MA	13.5
Albany, NY	33
Hartford, CT	50
New York, NY	112
Boston, MA	118

The Town of Great Barrington is home to cultural and higher education destinations such as Bard College at Simon’s Rock and the Mahaiwe Performing Arts Center, as well as the award-winning Fairview Hospital. Recreational venues abound, including Ski Butternut and Catamount, and hiking trails into permanently conserved wilderness areas and state forests. The Town has a significant commercial presence in Berkshire Corporation and Iredale Mineral Cosmetics. Regional destinations and cultural institutions include Tanglewood, the Norman Rockwell Museum, Canyon Ranch Resort, Cranwell Resort, and the Red Lion Inn. Major high-tech employers include Onyx Paper, General Dynamics, and Sabic polymers.

The Town recently has completed millions of dollars in investments in the Village of Housatonic, including park improvements and new playground equipment, new sidewalks, and updated storm drainage. The Town of Great Barrington has taken extensive efforts to rezone the village to protect and maintain its historic and appealing small town atmosphere, encourage commercial and residential development, and encourage mixed-use and shared parking.

**III. Town’s Objectives**

The Selectboard requests proposals from interested parties, with statements of qualifications, to purchase or lease the Premises in accordance with objectives and restrictions specified herein. The primary goal of the Selectboard is for the Premises to be developed in a manner which promotes the village center, is consistent with neighborhood character and characteristics, specifically the adjacent Alice Bubriski Memorial Park and the Housatonic Community Center. The building must be preserved, and the historic exterior and architectural features maintained and protected.

The proposed use of the building must provide benefits to the community and Town in critical areas which may include: support for local businesses, job creation, training, support for local economic

sectors and community services. The proposed development should preserve and enhance the adjacent public park, the community center and unique historic character of the Village of Housatonic. In addition, the proposed development may present the opportunity to be an anchor institution, business, or program that serves to support the future redevelopment of the historic mills in Housatonic.

The Selectboard welcomes creative development schemes that meet these objectives. Possible uses may include:

- Educational program for children or adults that meets local needs.
- Business incubator or collaborative work space to enhance the development of local businesses, including small scale manufacturing and the production of products, and training programs that focus on strengthening local economic sectors.
- Vocational training program, collaborative work space, or business incubator programs focused on: multimedia, film, technology, digital arts and cultural sector, or supporting and strengthening the local food economy.
- Cultural Center to support visual arts, music or theater programs, or museum.
- General office, commercial or business use.
- Combined commercial and residential.

Developers may:

- Propose multiple programmatic uses of the building and establish partnerships.
- Propose a program plan that supports and educational, training or community oriented use of the space as the primary use, with secondary use of the space programmed to earn income to supplement the primary program.
- Include space suitable for community meetings.

#### **IV. Description of the Premises**

The Housatonic School was built in 1907 as an elementary school for the village and is prominently located in the center of the Village. The building is currently vacant. The building has three levels, with approximately 21,680 square feet of gross floor area, and sits on a 0.65 acre parcel located at 207 Pleasant Street in Housatonic, MA. The building has been determined by the Massachusetts Historical Commission to be eligible for the National Register of Historic Places. The land and the building together are the "Premises."

A park which contains playground equipment, playing fields and a sledding hill is located to the east of the Premises. To the west of the Premises is a Town-owned gymnasium and community center.

#### **Building Dimensions**

- Square Footage: 21,680 square feet as follows:  
1<sup>st</sup> floor: 7,275 square feet; 2<sup>nd</sup> floor: 7,275 square feet; basement 7,130 square feet
- Height: 3 stories, with half of the basement below grade

#### **Building Exterior**

- Shell: robust red brick and masonry
- Roof: asphalt shingle
- Walls: good shape, tall ceilings

- Windows: older windows

#### Building Systems

- Electrical: sufficient power available, updates and rewiring may be required depending on use
- Telecommunications: Cable service is available for phone/television/internet; telephone and internet installation will be needed
- Fire & Security System: None. Sprinkler system with on-site storage may be needed
- HVAC: Oil heating, one zone for entire building. The oil tank was recently replaced and is in good condition. No air conditioning system present.
- Water and sewer: available
- Elevator: none
- Emergency Exits: Front, rear, and west side entrances, and three basement bilco exits in good repair

#### Building Hazardous Materials

- Lead-based paint: likely throughout interior and exterior of building, except on replacement windows and unpainted surfaces. Please refer to Phase I Environmental Site Assessment, Appendix A.
- Asbestos: may be present. Please refer to Phase I Environmental Site Assessment, Appendix A.

#### Property & Site Statistics

- Address: 207 Pleasant Street, Housatonic, MA 01236
- Lot Size: 0.65 acres
- Lot coverage by building: 35%
- Parking: a parking lot to the west of the building is shared with the adjacent Town-owned Housatonic Community Center which hosts community events including youth basketball. If the selected Developer determines additional off-street parking is needed for their proposed use(s), there are a variety of scenarios that could be considered in order to add parking, including but not necessarily limited to shared parking at the Housatonic Community Center to provide between 6 and 8 spaces and filling of the slope in the rear of the building (northern side) in order to accommodate 6 to 8 new parking spaces.

The Town is conducting preliminary site engineering to investigate the possibilities and costs of accommodating additional parking on the Premises, including filling of the slope in the rear, and sharing the parking with adjacent uses. Results of this work will be made available to the Developer.

#### **V. Zoning**

The zoning for the site is now Housatonic Village Center (HVC) which allows mixed-use, live-work, offices, non-profit educational uses, and smaller scale retail as of right. Other uses such as hotels, restaurants, community centers, research centers, and light manufacturing may be permitted by Special Permit. Parking requirements in the HVC are relaxed compared to other zones. The zoning bylaw can be accessed via the Town's website at [www.townofgb.org](http://www.townofgb.org).

## **VI. Approval by Town Meeting**

The Selectboard has received the required authorization from the Great Barrington Town Meeting to authorize the Selectboard, pursuant to G.L. c. 40, s.15A, to dispose of the Premises.

## **VII. Terms, Conditions, and Proposed Use**

The Terms and Conditions of a proposed purchase or lease must substantially meet the Town's Objectives as set forth above.

### **A. Developer's Obligations**

The Board set the following terms, conditions, and restrictions on the Developer's use of the Premises under either a Purchase and Sale Agreement or Lease Agreement. The Developer of the site should:

- a. Be a for-profit or not-for-profit corporation; and,
- b. Shall have full capacity and experience to design, engineer, construct, and operate the Project and to obtain the necessary financing to complete the Project. A partnership or a joint venture with the combined experience is acceptable.

### **Environmental and Land Use**

The Developer shall perform its own due diligence regarding the physical and environmental condition of the Premises, applicable zoning and land use regulations, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Premises, the Purchase agreement, and the use of the Premises; and shall apply for and obtain all approvals and permits required for the Project, with the cooperation of the Town and Selectboard.

The Town completed a Phase I Environmental Site Assessment (ESA) in September 2012. The opinion based on this Phase I is that no further investigation was warranted. The report noted there is a new 5,000 gallon underground storage tank, currently used for fuel oil, with no contamination around it. The report is provided for the general information of the Developers and the completeness and accuracy of this information is in no way warranted or guaranteed by the Town. The Phase 1 ESA is attached as Exhibit A.

It should be noted that "all appropriate inquiry standards" for brownfields investigations in Phase I ESA reports do not require investigation for asbestos, lead paint, radon, or mold. The 2012 Phase I ESA incorporated by reference the 1995 reports from EcoGenesis, which documented asbestos materials in the building around some heating pipes and in the floor tile mastic; however, it did not go into detail, nor did it discuss, lead-based paint or mold. Lead-based paint has been identified on some interior and exterior surfaces, and mold may be present.

Phase I ESAs are time sensitive and the 2012 Phase I ESA has now expired. Another Phase I ESA may be conducted by the selected Developer within 180 days of signing a lease and/or purchase contract. The Developer is responsible for undertaking its own due diligence.

### **Other Rights and Responsibilities**

The Developer shall be solely responsible for:

1. Costs – All costs and expenses of constructing the Project, including without limitation, the design and construction of all buildings, utilities, driveways, landscaping improvements, and other infrastructure. Prior to the lease or the sale of the Premises, the Developer shall provide the Town with firm commitments from institutional lenders showing that the Developer has sufficient funds, in the Town’s reasonable judgment, to undertake and complete the Project.
2. Designing and Achieving a Compatible Project – Within six months of the award under this RFP, and prior to the sale or lease of the Premises, the Developer shall submit conceptual site plans and architectural drawings to the Board or its consultant for its review. The Project shall demonstrate compatibility with surrounding land uses and the architectural styles of residential and commercial buildings.
3. Permits, Approvals and Licenses – Obtaining, at its sole cost and expense, all necessary permits, approvals, and licenses from governmental authorities required for the construction of the Project, prior to the sale or lease of the Premises. As previously stated, the Selectboard will actively support all reasonable applications from the Developer, at the Developer’s cost. The Developer shall provide the Town with copies of all permits and approvals necessary to undertake the Project prior to entering into the lease or the sale of the Premises by the Town.
4. Compliance – Completing the Project in a good and workmanlike manner, in compliance with sound engineering and construction practices, and within the requirements of all applicable laws, ordinances, codes, orders, rules, and regulations of all governmental authorities, agencies, or departments with jurisdiction, including, but not limited to, all applicable federal construction bidding and wage laws if federal assistance is provided to the Project. The Developer must agree to commence and complete the Project within a reasonable period of time.
5. Other Requirements – The selected Developer must insure that the Project meets the requirements set forth by the Town as well as any subsidy programs that might be needed from local, regional, state, and federal funding sources. The developer will execute a Purchase or Lease agreement with the Selectboard that will establish total Project cost, design, and construction guidelines, as well as any additional Project terms and conditions.

### **Legal and Regulatory Compliance**

The proposed Project shall conform to, and be subject to, the provisions of all other applicable laws, regulations, and ordinances of Federal, State, Regional and Town authorities having jurisdiction as amended from time to time.

### **Good Standing**

No transaction will be consummated if any principal of any selected Developer is in arrears or in default upon any debt, lease, contract, or obligation to the Town of Great Barrington, including without limitation, real estate taxes and any other municipal liens or charges. Additionally, as state and/or federal funds may be part of the overall financing package for the Project, the Developer must demonstrate good standing with all state and federal agencies. The Selectboard reserves the right not to review any proposal by any such applicant.

### **Performance Bond**

The selected Developer shall provide the town with a performance bond or letter of credit to secure the Developer’s obligation to undertake and complete the Project, and performance and payment bonds shall be required from the Developer’s contractor.

## **B. Town's Support and Right to Make Determinations**

### **Support by the Town to Obtain Permits and Approval by Local Boards**

To support the goals of this Project, the Selectboard agrees to use reasonable efforts to assist and support the Developer in securing applicable approvals from local and state permitting authorities, including the Zoning Board of Appeals, Board of Health, Planning Board, and the Department of Environmental Protection, all at the Developer's cost, but the Developer acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees will be waived.

### **Additional Support from the Town**

The Town is open to considering assisting the Developer with applications for grants and funding. The Town is also open to considering the following options relative to taxes and fees, subject to approval by the Selectboard, Town Meeting, and/or the Mass. Dept. of Revenue, or other authorities, as applicable: (1) waiver of any permit application fees for special permits or site plan reviews if any are required; (2) waiver of sewer hookup fees; (3) waiver of building permit fees; (4) the Town would be supportive of a developer's application to seek Tax Increment Financing (TIF) or Special Tax Assessment (STA) designation which provides real property tax relief in the form of a discounted assessment on the value of improvements made to the property, in exchange for the creation and retention of an agreed upon number of full time jobs over a designated period of time. Recently, the Town has provided developers 10 and 15 year TIFs enabling them to realize anywhere from 70 – 100% tax relief on the value of improvements in the earliest years of their agreements. Please note that no assistance is guaranteed for this project and the Town shall determine in its sole discretion whether to provide any such assistance.

### **Obligation to Act or Sell the Project**

This RFP does not represent any obligation or agreement whatsoever on the part of the Selectboard to go forward with the Project described in this RFP.

### **No Rights**

Selection of an applicant's proposal will not create any rights on the applicant's part, including, without limitation, rights of enforcement, rights in law or in equity or otherwise, until the Purchase and Sale Agreement (P&S), Lease, and Land Development Agreement ("LDA") have been approved by the Selectboard and the successful Developer and all contingencies to the sale or lease have been satisfied.

### **Right to Reject All Proposals**

The Selectboard reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFP, to negotiate with one or more applicants, and/or negotiate and dispose of the Premises on terms other than those set forth herein (including parties other than those responding to this RFP). The Selectboard likewise reserves the right, at any time, to waive compliance with, or change any of the terms and conditions of this RFP or to entertain modifications or additions to selected proposals.

### **Compliance and Eligibility**

All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any applicant, will be within the sole discretion of the Selectboard.

## **VIII. Proposal Submittal Requirements**

All proposals must include the following materials:

1. **Letter of Interest**, signed by the principal(s) of the Developer who are authorized to submit its RFP response. The Letter of Interest must clearly identify the name of the Development entity, the primary contact person (including name, title, address, phone, and email address), the proposed use(s) and whether the proposal is for purchase or lease. The letter must be signed in BLUE ink. The letter of interest shall NOT include the proposed purchase or lease price.

The Selectboard will accept proposals that seek to purchase the property or enter into a long-term lease. Terms for the purchase of the property will be outlined in a purchase and sale agreement and a development agreement. Terms for a long-term rental of the property will be outlined in a lease agreement and a development agreement. The intent of this approach is to provide options that will enable more developers to propose on the project. It also offers options for developers to propose a wide range of uses, including programs that focus on community benefits, which may be better structured as a purchase or a lease,

2. **Price Proposal Form** (attached as Exhibit B), setting forth the price or rent to be paid by the Developer to the Town for the Premises. The completed Price Proposal Form shall be included in Sealed Envelope with the submittal package. Only one Price Proposal (the original) needs to be submitted. Price Proposals shall NOT be included in the 5 required hard copies of the proposal or on the required CD copy.

3. **Description of the Proposed Project and Plans:**

- a. Narrative description of Project vision and development concept, including drawings to explain the proposed design, including a preliminary site plan, preliminary building specifications and building elevations.
- b. Detailed development schedule for all elements of the Project, from negotiation of transaction to permitting approvals, financing commitments and benchmarks, development of the site, completion of construction, including any construction phasing proposed, and expected occupancy of the Premises
- c. Incorporation of the Town goals, guidelines, and objectives in development concept

4. **Description of Development Team**

- a. Description of primary respondent and related managers
- b. Name, address, and telephone number of the contact that is authorized to negotiate on behalf of the development team
- c. The names, addresses, telephone numbers, and resumes of the development team, including but not limited to architect, engineer, consultants, legal representative, and general contractor
- d. Description of the organizational structure of the development team and a plan for effective communications between Town committees and the development team during all phases of the Project
- e. Demonstration of the readiness of the development team to begin substantive permitting work upon execution of the Purchase and Sale Agreement and LDA or Lease Agreement, including preparation of drawings and plans and applications, readiness to negotiate and execute the Purchase and Sale Agreement or Lease, and evidence of

availability of financial resources needed to begin pre-development and permit process work upon award of the Premises

**5. Description of Prior Development Experience**

- a. Description of development experience and of current projects, including client contact names and phone numbers.
- b. A summary of the development team’s experience, collectively and individually, with similar projects and references and contact names for those projects.
- c. Description of experience with complex transactions containing integrated planning and approaches to implementation of proposals, experience and accuracy of cost estimating, and experience in successful project administration.
- d. Description of similar experiences in developing projects through public/private funding.
- e. A minimum of 3 professional references for comparable projects. The Selectboard will wish to speak to these references and may wish to conduct a site visit to the references

**6. Description of Project Financial Feasibility**

- a. Include a proposed pre-development budget, including all projected sources of funding.
- b. Preliminary project development budget, including an operating pro forma and development cost sources and uses.
- c. Letters of interest from lenders and funding sources.
- d. Evidence of the proposer’s financial strength to carry out the proposed development including financial statements and annual audit for the past 3 years.
- e. A proposed plan for the long term management of the property.

**7. Any Relevant Legal or Administrative Proceedings**

- a. Provide information regarding any current, past, pending, or threatened litigation or administrative proceedings that could materially affect the ability of the Developer (or its principals or any affiliates) to proceed with and/or complete the Project in a timely manner

**8. Certifications**

- a. Disclosure of Beneficial Interest (M.G.L. c. 7C § 38) (attached as Exhibit C)
- b. Certification of Tax Compliance (M.G.L. c. 62C § 49A) (attached as Exhibit D)
- c. Certification of Non Collusion (attached as Exhibit E)
- d. Certificate of Authority (attached as Exhibit F)

**IX. Evaluation Criteria**

**A. Minimum Threshold Criteria**

All responsive proposals must, at a minimum, include all of the items listed above in Section VIII.

**B. Comparative Criteria**

Proposals meeting the minimum threshold criteria will also be judged on the following five (5) Comparative Criteria in the following manner:

- A highly advantageous rating will be given to a proposal that in the judgment of the evaluators exceeds the requirements of the RFP.
- An advantageous rating will be given to a proposal that in the judgment of the evaluators meets the requirements of the RFP.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators falls short of meeting the requirements of the RFP.

1. Financial Capacity

- A highly advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team with exceptional financial capacity to undertake the Project proven by prior experience financing three real estate developments of equal or greater size, including securing any necessary interim financing, the ability to provide any equity contribution projected and a proposal to secure completion of the Project, e.g., a performance bond or other security mechanism.
- An advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team with less related development experience, but with reasonable financial capacity to undertake the Project.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to identify a Project Team with reasonable financial capacity to undertake the Project.

2. Operational Capability

The Town wishes to be sure that the development team has the experience to develop this unique property in a manner which benefits the area through long-term use compatible with the Town center character.

- A highly advantageous rating will be given to a proposal that in the judgment of the evaluators presents a project that has extensive experience operating and managing developments/uses similar to the proposed development/use.
- An advantageous rating will be given to a proposal that in the judgment of the evaluators presents a project team that has moderate experience operating and managing developments/uses similar to the proposed development/use.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators presents a project team that has no experience operating and managing developments/uses similar to the proposed development/use.

3. Site and Building Design

The Town is seeking a reuse and development at the property that incorporates and preserves the features of the building so as to remain consistent with the character of the Village of Housatonic.

- A highly advantageous rating will be given to a proposal that in the judgment of the evaluators: (1) presents a superior proposed design evaluated on how well the proposed design complies with requirements of this RFP including preserving the building and its significant historical and architectural features, and being compatible with adjacent community uses; (2) responds to site conditions; (3) anticipates and addresses likely design requirements of public agencies; (4)

presents architectural merit in the interior and exterior and in the quality of proposed construction; (5) analyzes zoning and regulatory changes required, and the ability to file and defend applications for such changes and (6) meets LEED standards for environmental performance.

- An advantageous rating will be given to a proposal that in the judgment of the evaluators presents an average proposed design evaluated on the basis of these factors.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators presents an inferior proposed design evaluated on the basis of these factors.

#### 4. Purchase Price/Rent

The Town wishes to attain the highest possible purchase price or rent for the Premises in connection with a development proposal that is consistent with the intent and terms of this RFP (but see subsection 5 below).

- A highly advantageous rating will be given to a proposal offering the highest purchase price or rent within the proposal with the fewest conditions attached thereto.
- An advantageous rating will be given to a proposal with only minimal conditions potentially limiting the purchase price or rent that the Town will realize.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators does not offer a fair price or rent for the Premises.

#### 5. Financial Benefits or Otherwise

While the Town wishes to maximize the purchase price or rental fee of the Premises, it is also concerned about the other benefits that the Project will provide to the Town and the neighborhood, and is not required to sell or lease the Premises to the proposer offering the highest price or rental fee.

- A highly advantageous rating will be given to a proposal that maximizes benefits to the Town by having a positive impact on the Town and the neighborhood, expressed, for example, in terms of jobs created or retained; related local investment generated, and tax revenue or rent payments to the Town.
- An advantageous rating will be given to a proposal with that has provides fair benefit to the Town and the neighborhood.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators does not provide any demonstrable benefits to the Town and the neighborhood.

### **C. Overall Rating**

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall ranking for the proposal as compared to other proposals. For example, a proposal which achieves “Highly Advantageous” and/or “Advantageous” rankings in several categories will not necessarily be disqualified simply because it received an “Unacceptable” ranking in one or more other categories if, in the judgment of the evaluators, the proposal overall is “Advantageous” or “Highly advantageous” to the Town and Selectboard. Any notice of award, however, could be contingent upon the potential Developer and the Selectboard mitigating any “Unacceptable” criterion ranking prior to the execution of the Purchase and Sale or Lease Agreement.

## **X. Proposal Process and Schedule of Events**

### **Optional Briefing, Site Visit**

The Town will conduct an optional site briefing and tour of the Premises on June 2, 2017. Developers are advised to do their own due diligence; neither the Town nor any of its agents or representatives is responsible for representations made regarding the physical condition of the Site.

### **Questions about the RFP**

All questions must be submitted in writing and must be received within the timeframe outlined herein. Late questions will not be responded to. Questions may be mailed or emailed to the Town Manager's office at Town Hall, 334 Main Street, Great Barrington, MA 01230, or emailed to Amy Pulver at [apulver@townofgb.org](mailto:apulver@townofgb.org). All questions will be answered in the form of an Addendum to the RFP issued to all holders of the RFP and posted on the Town website [www.townofgb.org](http://www.townofgb.org).

### **Communication with the Town**

Any document, facsimile or e-mail submitted on behalf of a Developer is presumed to be a public record. Likewise, all questions submitted and the corresponding answers will be distributed to all Developers who have formally requested this RFP, without attribution. All direct contact concerning this RFP, including written communications, shall be sent to the address above.

The Selectboard will not be responsible for, and Developers may not rely upon, any information, explanation or interpretation of the RFP rendered in any fashion except as provided in accordance with this RFP. Any communication concerning the content of the RFP by any Developer, or anyone on its behalf, with any Town member or employee other than the Town Manager in the manner specified above may result in the rejection of that Developer's proposal unless, in the sole judgment of the Selectboard, the communication could not reasonably be believed to have given the Developer a competitive advantage or to have impaired the fair and even competitive environment on this RFP.

### **Summary of RFP Schedule**

RFP Posted in Central Register:	Wednesday, May 10, 2017
Advertised in newspaper:	Friday, May 12, 2017
Site Visit (optional):	Friday, June 2, 2017 at 2:00 PM meet at 207 Pleasant Street, Housatonic, MA
Deadline to Request a Copy of RFP:	Friday, June 2, 2017
Deadline to Submit Questions:	Friday, June 16, 2017
Deadline to Issue RFP Amendments:	Friday, June 23, 2017
Responses due:	Friday, June 30, 2017, 2:00 PM

Responses must be **physically received** by the deadline date and time. Postmarks are not acceptable.

The Town reserves the right to extend or change any of the dates and times noted above and shall give appropriate notice to all RFP holders of any changes.

## **XI. Submittal Requirements**

Each Developer shall submit one (1) original proposal and five (5) paper copies of the proposal, plus one (1) electronic copy of the proposal on a CD-ROM.

- ➔ The original proposal Letter of Interest and all required forms and certifications must have live signatures in BLUE ink.
- ➔ **Proposals must be received by the Town on or before Friday, June 30, 2017 at 2:00 PM.** Proposals received after this time will NOT be accepted.
- ➔ Clearly mark response packages as “**Response to Housatonic School RFP**” and deliver to:

Great Barrington Selectboard  
c/o Jennifer Tabakin, Town Manager  
Town Hall  
334 Main Street, 2<sup>nd</sup> floor  
Great Barrington, MA 01230

Telephone no., if required by delivery service: (413) 528-1619, x.2

Responses to the RFP must include all required documents, completed and signed per the instructions and attached forms included in this RFP package. Electronically mailed (e-mailed) proposals will not be accepted and will be deemed non-responsive and will not be evaluated.

The Selectboard reserves the right to reject any or all proposals or to cancel this RFP, if it is in the best interest of the Selectboard. The Selectboard makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, prior sale, or financing, withdrawal without prior notice, and changes to, additions to, and different interpretations of laws and regulations.

Proposals may not be withdrawn, amended, or modified for a period of one hundred eighty (180) days from the deadline for submission of proposals without the express written consent of the Selectboard.

## **XII. Selection Process; Agreements Entered into with Developer**

Proposals received by the proposal filing deadline set forth under Section X (Proposal Process) will be opened in public and recorded. All information contained in the proposals is public. The Selectboard will review and evaluate all proposals received by the Proposal Filing Deadline. The Selectboard intends to conduct a two-tiered Developer selection process as described more fully below.

Interviews with Developers who have submitted proposals that meet the minimum criteria and the highest overall score and ranking as described in Section IX (Evaluation Criteria) may be conducted, if necessary, or desirable, by the Selectboard.

Following the interviews, reference checks, site visits and receipt of any additional information requested of the Developers by the Selectboard, proposals will be evaluated and rated by the Selectboard based upon the comparative evaluation criteria set forth in this RFP. The Selectboard will select the two highest ranked proposals.

- During the second phase of the selection process, the two top ranked Developers will be required to provide the following:
- Commitment letter(s) from institutional lender(s) for construction and permanent financing.
- Detailed site plan indicating the location of parking, utilities, ingress/egress, dumpster, landscaping and buffering, sidewalks, and stormwater management.
- Detailed project schedule indicating timeline for permitting, construction, and lease up; including time for contingencies.
- Narrative description of proposed use(s), and if mixed-use, the percentage of those uses based upon floor space and location within the Premises.
- List of prospective tenants, if available.
- Schedule of proposed rents, if applicable.
- Marketing plan.
- Detailed development budget pro forma and 10-year operating budget pro forma:
  - acquisition
  - construction
  - infrastructure
  - utilities
  - financing & interest
  - insurance and taxes
  - developer's fees and management fees
  - contingencies
  - maintenance reserve
  - management reserve

The successful Developer and the Town shall enter into a Purchase and Sale Agreement ("P&S") or a Lease Agreement within forty-five (45) days from the date of the award of the Premises. The P&S or Lease shall, among other things, specify the terms and conditions that must be satisfied before the Town will sell or lease the Premises to the successful Developer, including the following: (a) the Developer must obtain a firm commitment from an institutional lender in an amount and upon terms reasonably satisfactory to the Town to support the construction and completion of the Project, (b) the Developer must obtain all permits and approvals necessary and appropriate to develop the Project on the Premises, and (c) the Developer must provide plans and specifications of the Project and obtain the approval of the Selectboard. Any lease of the Premises shall be a triple net lease, requiring the Developer to be solely responsible for the maintenance, operation, and payment of rent, utilities, taxes and insurance of the Premises, among other costs.

The Premises shall be sold subject to a LDA containing the following requirements, or be leased pursuant to a Lease Agreement that includes the following requirements: (a) that the Developer commence and complete the Project within a reasonable period of time; (b) that the Premises shall be used solely for agreed upon uses for a certain number of years; (c) that the Developer provide the Town with a performance bond or letter of credit to secure the Developer's obligations to complete the Project; (d) that the Developer's contractor carry performance and payment bonds; (e) that the

Developer carry insurance, in amounts and with companies reasonably acceptable to the Town and which shall name the Town as additional insured, until the Project has been substantially completed; and, (f) that the Developer indemnify and defend the Town from any and all claims related to the Developer's use and development of the Premises.

The Selectboard will notify all Developers in writing of its decision.

The Town shall provide the successful Developer with the Town's form of P&S, LDA, and Lease.

### **XIII. List of Exhibits and Required Forms**

- A. Phase 1 Environmental Site Assessment
- B. Price Proposal Form
- C. Disclosure of Beneficial Interest
- D. Certificate of Tax Compliance
- E. Certificate of Non-Collusion
- F. Certificate of Authority
- G. Housatonic School Site Plans and Floor Plans
- H. Housatonic School Reuse Planning Documents