

**Town of Amherst**



**Request for Proposals**

---

The Town of Amherst  
Town Comptroller's Office  
Town Hall  
4 Boltwood Ave  
Amherst, Massachusetts 01002

---

Proposals shall be submitted with one original and six copies and shall be enclosed in outer and inner envelopes, both of which shall be sealed and clearly labeled with the words:

**RFP-East Street School**

**Development of Affordable Housing**

Proposals shall be submitted no later than: Date (8-10 weeks from issuance of RFP)  
and can be mailed or delivered to:

Town Comptroller's Office  
Attn: Anthony P. Delaney  
Town Hall  
4 Boltwood Ave  
Amherst, Ma 01002

## **I. Request for Proposals (RFP)**

The Town of Amherst's Municipal Affordable Housing Trust (Trust) is seeking proposals for the development of a minimum of 15 affordable unit units and a maximum of 30 units of rental housing at the site of the former East Street School in Amherst located at 31 South East Street in Amherst. At least 50% of the affordable units must be for households earning less than 60% of Area Median Income (AMI) and 10% of the affordable units for households earning less than 30% of AMI. Option The town intends to enter into a Land Development Agreement and a 99 Year Lease Agreement with the designated Developer.

The Trust will select a Developer with demonstrated experience and capacity to develop housing that best addresses the needs and goals of the Town of Amherst. Details regarding Developer capacity, site and program guidelines are incorporated in this RFP.

A full Request for Proposals package is available by contacting Anthony Delaney at email [delaney@amherstma.gov](mailto:delaney@amherstma.gov).

Respondents shall submit one original and six (6) copies on or before **Date** to:

Anthony P. Delaney, Procurement Officer  
**4 Boltwood Ave., Town Hall,  
Amherst, MA 01002**

at which time and place the proposals will be opened and recorded. Proposals submitted after this time will not be accepted. Proposals shall be marked "East Street School Development" and must include all required documents.

The Trust/Town reserves the right to reject any or all proposals or to cancel this RFP, if it is in the Town's best interests.

The Trust/Town 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, omission, prior sale, lease or financing and withdrawal without prior notice, and changes to, addition and different interpretations of laws and regulation.

## **II. Site Tour and Briefing**

Town staff and Trust members will conduct a briefing and tour of the site for interested parties. on **(date, time)** at the East Street School site, 31 South East Street Amherst. The site visit is not mandatory; however, all Bidders must familiarize themselves with the property by undertaking an independent review and analysis of physical conditions, regulatory constraints, required permits and approvals, and other legal considerations.

## **III. Questions**

All questions regarding this RFP shall be directed to Nathaniel Malloy, in writing at the address above or via e-mail to [malloyn@amherstma.gov](mailto:malloyn@amherstma.gov) prior to **(date)**. All answers will be in writing and the questions and answers will be shared with all parties who have requested a copy of the RFP.

#### **IV. Project Background**

On May 16, 2018, Amherst's Town Meeting approved the transfer of control of the East Street School located at 31 South East Street from the School Committee to the Select Board and authorized the Select Board to convey the property to the Amherst Municipal Affordable Housing Trust. Town Meeting designated that the site was to be used for affordable housing purposes provided that at least twenty-five percent (25%) of the units developed on the property shall be affordable in perpetuity for those earning no more than eighty percent (80%) of the area median income. Town Meeting authorized the Select Board to accept, on behalf of the Town, an affordable housing restriction on the affordable units, which may be held in common with the AMAHT.

With the dissolution of Town Meeting, the Amherst Town Council has become responsible for the approval of the disposition of the property and this disposition was approved by the Council on \_\_\_\_\_ date future.

The Town will not convey the property to the Developer until the AMAHT has determined that a feasible project meets the program guidelines provided herein and all contractual documents have been executed.

In the Fall of 2018, the AMAHT, using Community Preservation Act (CPA) funds, undertook a series of steps to evaluate the feasibility of redeveloping the East Street School site. The Trust engaged the services of a wetlands consultant, surveyor and an architect to evaluate the potential for adding units to the site and for converting the school building into rental units. The reports from the consultants can be found at [www.amherstma.gov/3457/East-Street-School-Project](http://www.amherstma.gov/3457/East-Street-School-Project). In November 2018, the Trust held a housing forum to preview the report from the architects and to solicit input on some preliminary conceptual designs. The public process involved citizens, incoming town council members, town boards and committees, and town staff. There was overwhelming support for affordable housing on the property and mixed conclusions about the desired density, retention of the East Street School building, and height of any new buildings. It was determined that this RFP will not dictate whether the school building is demolished or preserved, rather it provides preference levels for different scenarios that give the Developer the discretion as to the financial and programmatic feasibility of either option.

#### **V. Property Description**

- A. Site: The site is located at 31 South East Street in Amherst and is identified by the Assessor's as Parcel 15A-20. It contains approximately 2.3 acres on 2 distinct areas – the front part of the parcel is approximately .80 acres and includes a historic school building and fronts on the East Village Common. A 30-foot neck connects to the rear section which is approximately 1.58 acres. The back section is a designated wetland and cannot be built upon (details provided below). The site has approximately 263 feet of frontage on South East Street. A survey of the property can be found at [www.amherstma.gov/3457/East-Street-School-Project](http://www.amherstma.gov/3457/East-Street-School-Project).
- B. Wetlands: The property consists of a former school and playing field that is bifurcated by a stream and associated bordering vegetated wetland. The Northern and Eastern portion of the site (the front part) exists as upland with the former brick school building

and the paved and grassy areas, the western and southern portion (back section) is a mix of wetland and historical bordering vegetated wetland that was filled decades ago for a grassy playing field. See [www.amherstma.gov/3457/East-Street-School-Project](http://www.amherstma.gov/3457/East-Street-School-Project) for the wetlands report. The Trust has concluded that the back portion of the property is not buildable; so all building will be limited to the front of the site with the possible exception of an existing parking lot located on the back portion of the site. That parking area may be maintained if deemed advantageous to the development.

C. East Street School Building: The East Street School Building is a former elementary school and is in the East Village National Historic Register district. The building is currently vacant but is being maintained by the Town of Amherst. It was rebuilt in 1936 after a fire in the original building constructed in 1894. It was used for a variety of purposes including as elementary and secondary classrooms and as a book repository for the Yiddish Book Center. It includes a basement and two classroom floors. Each of the upper floors is approximately 2500 square feet and has two classrooms. In 2015 the Town of Amherst explored renovating the building for office and program space for the Leisure Services and Supplemental Education (LSSE) Department, but ultimately decided that it was not cost effective. There is a set of plans and specifications that were created for this project that are available [www.amherstma.gov/3457/East-Street-School-Project](http://www.amherstma.gov/3457/East-Street-School-Project). The building is believed to contain lead and asbestos, but a full hazardous materials survey has not been completed. The AMAHT had a report prepared by Kuhn Riddle Architects looking at the building and the site which can be found at [www.amherstma.gov/3457/East-Street-School-Project](http://www.amherstma.gov/3457/East-Street-School-Project).

D. Utilities and infrastructure: Utilities available at the site are as follows:

<u>Utility</u>	<u>Provider</u>	<u>Location</u>
Water and Sewer	Town of Amherst	East Street
Electric	Eversource	East Street
Gas * <sup>1</sup>	Berkshire Gas	East Street
Telephone	Verizon	East Street
Cable	Comcast	East Street

The selected Developer shall be responsible for making all utility connections and paying the costs involved.

E. Site and Conceptual Design Plans: The AMAHT engaged Kuhn Riddle Architects to examine the potential for redevelopment and new construction of affordable housing at the East Street School site in September 2018. Their report [www.amherstma.gov/3457/East-Street-School-Project](http://www.amherstma.gov/3457/East-Street-School-Project) proposed three conceptual designs and included the option of retaining the school building for housing in two of the concept plans and demolishing the school building in the third plan. Applicants may or may not choose to incorporate finding from this report into their design.

F. Zoning: The site is located in the Village Center Residence zoning district. It is expected that in order to construct the minimum required number of units, provide adequate

---

<sup>1</sup> Bidders should contact Berkshire Gas directly to confirm availability of gas connections

parking, and meet other design requirements the Developer will be expected to file zoning relief through a Chapter 40B comprehensive permit.

- G. Easement to Recreation Lands: The Town will lease the entire property to the Developer but there shall be a 10-12 foot wide easement along the southern property boundary for public access to the back section of the parcel (the playing field area) with the understanding that the Town of Amherst would be responsible for upkeep of that open space.
- H. Bidder's Responsibility for Due Diligence: Bidder shall undertake an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

The Town of Amherst makes no representation or warranty with respect to the Property, including without limitation, the Town's title to the Property, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property.

The selected Developer shall accept the Property on a strictly "as is" basis without any warranty or obligation whatsoever on the part of the Town. The selected Developer shall release, defend, indemnify, and hold the Town of Amherst harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the physical and environmental condition of the Property.

## **VI. Objectives and Guidelines**

The Town of Amherst and the AMAHT developed the guidelines included in this section and project proposals must address and meet the guidelines. The town will give preference to Developers who provide the greatest number of affordable housing units and/or the greatest mix of affordable units.

- A. Program, Use, and Design Guidelines: The development proposal shall include, but not be limited to the following:
1. Type of Housing: Rental apartment units for individuals and families
  2. Affordability: The AMAHT's goal is to provide the maximum number of affordable units possible and proposals will be rated accordingly:
    - Minimum of 15 affordable units
    - Minimum of 2 of the units affordable to households earning 30% of AMI or lower
    - All affordable units must meet the requirements for inclusion on the Department of Housing and Community Development's (DHCD) Subsidized Housing Inventory (SHI)
    - All affordable units shall be affordable in perpetuity

3. Design and Construction Guidelines: The Trust is looking for high quality, cost effective, energy efficient, and creative site and building designs that maximize the number of units and are compatible with the neighborhood.
- If the Developer determines that retention of the East Street School building is financially and programmatically feasible, the reasons shall be explained. If the Developer determines that the best plan for the site requires demolition of the building, the reasons shall be explained. Demolition will require review by the Amherst Historical Commission, which is empowered to impose a one-year delay on this process. The Developer is responsible for all costs associated with a demolition request, including reports and historical documentation.
  - Any proposed building in excess of three stories must be designed to mitigate the visual impact of the upper story.
  - Development shall incorporate elements of green design and support the conservation of energy resources
  - Minimum one parking space per unit
  - Maintain public access to the back parcel by granting easement to Town
  - Preferred amenities include tenant storage space and a community room
4. Unit Count, Bedroom Configuration, and Rents: The development shall reflect market demand and a rent structure that addresses the needs of low- and moderate-income households including
- Mix of bedroom sizes from 1- 3 bedroom
  - Minimum of 15 affordable units
  - Minimum of 10% of the affordable units must be 3 bedrooms
  - Minimum of 50% of the affordable units must be 2 or more bedrooms
- B. Management and Maintenance Plan: The Developer must demonstrate their ability to manage the property in accordance with all local, state and federal regulations. The proposal shall include a management plan for the operation of the rental housing including identifying the entity who will manage the property. If a manager has not been selected, please explain how the Developer plans to procure a management company. Proposals shall also include a maintenance plan overview.
- C. Role of Municipal Entity: The Town of Amherst intends to lease the property to the Selected Developer for a nominal price.
- D. Role of the Selected Developer: The Selected Developer shall be responsible for any site preparation and obtaining all applicable land use, building permits, and financing necessary to complete and rent the development.
- E. Land Development Agreement: : The selected Proposer shall enter into a Land Development Agreement (the “LDA”), with the Town within 90 days of selection

or such later time that is acceptable to the Town, which shall, among other things, specify the terms and conditions that must be satisfied before the Town will lease the Property to the successful Proposer. The LDA shall include the following requirements: (a) the Proposer must obtain a firm commitment from an institutional lender for financing the development of the Property in an amount and upon terms reasonably satisfactory to the Town to support the construction and completion of the project, (b) the Proposer must obtain all permits and approvals necessary and appropriate to develop the project on the Property and (c) the Developer shall at their sole cost and expense either rehabilitate or demolish the East Street School building and construct a new building or buildings on the property providing in total a minimum of 15 affordable units. The Developer shall commence the project within sixty (60) days from the date on which the lease from the town to the Developer is recorded with the Registry and complete said construction within two (2) years from said date of recording and within such extended period as is set forth more particularly in the Development Agreement.

The Development Agreement will incorporate the provisions of the Developer's accepted proposal and specify how the Developer will develop, construct, and operate the project. The parties will record the development agreement prior to the recording of any mortgages or other liens. The development agreement shall include but is not limited to the following terms:

- a. Construction Obligation: The Developer shall at its sole cost and expense either rehabilitate or demolish the East Street School building and construct a new building or buildings on the property providing in total a minimum of 15 affordable units. The Developer shall commence the project within sixty (60) days from the date on which the Registry records the deed from the Town to the Developer and complete said construction within two (2) years from said date of recording and within such extended period as is set forth more particularly in the Development Agreement
- b. Affordable Housing Purposes: At least 15 of the dwelling units on the property shall be restricted in perpetuity to households earning no more than sixty percent (60%) of the Area Median Income and 10% of the units shall be affordable to households earning no more than thirty (30%) of the Area Median Income.
- c. Affordable Housing Restriction: The Developer shall, with the deed to the property, grant the Town an affordable housing restriction, enforceable by the town in Perpetuity, meeting the requirements of MGL c. 184 sec 31 and 32, and in form and substance acceptable to DHCD for the inclusion of the affordable units in the subsidized housing Inventory (SHI).
- d. Sale or Transfer of Premises: Until the project has been substantially completed, the Developer shall not convey or transfer the property or any portion thereof to any person or entity other than the rental of the individual units.

- e. **Monitoring Services:** The Developer shall engage the services of a monitoring agent acceptable to the Town to market the affordable units and conduct a lottery to find eligible tenants.
- F. **Terms of Lease:** The parties shall enter into a long-term (99 year) lease which shall be attached to the LDA as an exhibit. The Lease shall be executed when the conditions set forth in the LDA have been satisfied. The parties shall negotiate a lease that will govern the development and operation of the project, and the final lease shall be attached to the LDA. The Lease shall, at a minimum, require: (i) the rehabilitation or demolition of the East Street School and new construction resulting in the creation of rental units on the Property, (ii) that a minimum of 15 units be rentals to households with incomes below 60 % of the area median income and 10% of the units to households with a maximum of 30% of AMI (iii) the Property shall be subject to a regulatory agreement and/or an affordable housing restriction satisfactory to the Town and complying with G.L. c.184, §§ 31-33, or incorporate into the Lease terms that will ensure the affordability of all the affordable units for the term of the Lease. The Lease will prohibit the successful Proposer from transferring or assigning (except for certain permitted transfers) the Lease until and unless the project has been substantially completed; require the successful proposer to carry performance and payment bonds; maintain insurance; and shall be a triple net lease, requiring the successful Proposer to be solely responsible for the maintenance, operation, payment of rent, utilities, taxes and insurance of the Property, among other costs.
- G. **Subordination:** Any and all mortgages and other liens on the property shall be subordinate to the Development Agreement.
- H. **Lease Cost:** The Town is offering the property for lease at a nominal cost with the goal of creating a financially feasible development
- I. **Additional Funds:** Community Preservation Act (CPA) funds may be available for the project contingent upon Town of Amherst Community Preservation Committee and Amherst Town Council approval. Additionally, AMAHT may have some funding available to support the project provided the Developer can demonstrate the need for gap financing. Finally, the Developer may apply to the Town for Tax Incentive Financing, if appropriate. The Developer will be responsible for submitting requests demonstrating the need for the funds.

## VII. Criteria for Evaluating Prospective Developers

- A. All proposals must meet the following **minimum** threshold criteria:
- The Proposal must be complete and conform with all submission requirements including Attached forms (Appendices A, B and C) and submitted by the due date.

- There shall be a minimum of 15 affordable units and a minimum of 50% the affordable units will be made affordable to households earning at or below 60% of AMI (as defined by HUD) and 10% of the units affordable to households earning at or below 30% of AMI.
- A minimum of 50% of the affordable units shall be 2 or more bedrooms

B. Projects meeting the minimum threshold criteria will also be judged on the following comparative evaluation criteria outlined below and which are provided in detail in **Appendix D**.

- **Affordability**—Extent to which the proposed affordability exceeds the minimum requirements of 50% of the affordable units available at 60% of AMI and 10% of the affordable units affordable at 30% AMI
- **Developer Team Track Record**—Extent to which the Developer’s team’s experience exceeds or meets the minimum criteria; the Developer’s prior track record in the construction of affordable housing and the experience of the development team with regard to the development, financing, and marketing of affordable housing.
- **Financial Feasibility**—Adequacy of the proposed development and operating budgets and likelihood of receipt of state, federal and local financing
- **Projected Schedule**—The proposed timetable for securing all necessary approvals including local permitting and all necessary public and private financing for the pre-development, design, construction and marketing of the development
- **Development Concept**—Extent to which the project meets or exceeds the minimum Program, Use and Design Guidelines as detailed in this RFP.
- **Management and Maintenance Plan**—Extent to which proposal meets or exceeds the requirements for a management and maintenance plan
- **Community Support**—Extent to which the Developer has demonstrated experience in working with community groups and addressing concerns effectively
- **Fair Housing and Equal Opportunity**—Procedures for affirmative marketing and resident selection outlined and resolution of any fair housing or construction complaints

Responses will be rated using a set of comparative criteria with the following ratings

<u>Ratings</u>	<u>Rationale</u>
Highly advantageous	Exceeds the requirements/preference
Advantageous	Meets the requirements/preference

Acceptable  
Not acceptable

Meets minimum requirements  
Does not meet requirements

The criteria for evaluating proposals are described in greater detail in Appendix D. The Bidder may refer to these in presenting the advantages of the proposal.

### **VIII. Submission Requirements**

All proposals must be received no later than **pm on date** at the Amherst Town Hall, 4 Boltwood Ave, Amherst. Proposals received after **pm** will be deemed non-responsive and will be rejected and returned. The proposal must include the following:

- A. Letter of interest signed by the principal(s) of the Bidder who is authorized to submit this RFP response. The cover letter shall identify the development entity and list the contact person and all contact information.
- B. Development Concept: Provide a narrative description of the proposed development including the following:
  - a. Describe the unit breakdown by bedroom size, rent and affordability levels.
  - b. Conceptual site plan in 11 x 17 format. Include the rationale for incorporating the school building or the decision to demolish it. Conceptual Plans shall include
    - 1. Site Plan that shows at minimum parking, building footprints, access easement to the back of property, walkways and other important features
    - 2. Building elevations showing proposed height, roof lines, and façade treatment
    - 3. Interior Floor Plans showing unit location, common room locations, and entrances
  - c. Describe the energy savings/green building elements of the proposed design
  - d. Description of how development will address environmental concerns including hazardous materials and wetlands.
  - e. Describe procedures for affirmative marketing and resident selection that are consistent with DHCD's Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines
- C. Development Team
  - a. Description and contact information for all organizations and individuals involved in the development including the Developer, architect, engineer, and consultants and may include the contractor, property manager, lenders and investors.
  - b. If the Proposer is not an individual doing business under her/his name, a description of the firm and status of the organization (e.g. for-profit, non-profit,

limited partnership) and the jurisdictions in which it is registered to do business. If the Proposer is a non-profit, please include a list of the organization's Board of Directors.

- c. The nature of the entity to enter into the P&S and to take title to the property and the borrower and guarantors of debt, if any.
- d. If the property manager has not already been selected and identified, a description of the process that will be used to securing property management services.
- e. A summary of the Developers and the development team's past experience collectively and individually with similar projects. Proposer shall demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing design and construction. for each applicable project please detail the following:
  - Project name and location
  - Project type and description
  - Start and completion date
  - Total development costs
  - Financing sources
  - Total number of units and bedroom sizes
- f. Information regarding all legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals or member of the development team. Include a summary of any fair housing or construction complaints from the last five years and their resolution.
- g. Confirmation that no local, state or federal taxes are due and outstanding for any member of the development team.
- h. List of current projects under development and what stage these projects are in
- i. List of at least three (3) references that can provide information concerning the Proposer's experience in similar projects. Provide contact names, title and current telephone numbers and email address
- j. Detail what experience development team has in working with community groups and successfully address concerns in a timely manner

D. Development Financing: Using One-Stop format provide

- a. Proposed pre-development budget including all projected sources to be used to secure the necessary permits and approvals for the construction and operation of the development
- b. Construction and development budget

c. 20-year operating Pro-forma

- E. Management and Maintenance Plan: Provide a management plan for the operation of the rental housing including identifying the entity who will manage the property. If a manager has not been selected please explain how the Developer plans on procuring a management company. Proposer shall include a maintenance plan overview.
- F. Zoning and Permitting: Provide an overview of the expected need for permitting and regulatory relief, governmental or regulatory approvals including land use, zoning, development and environmental permits
- G. Implementation Plan and Timetable: Provide a description of how the development concept will be implemented and include project schedule detailing key benchmarks for pre-development, permitting, construction, marketing and project occupancy. Include an outline of required land use, environmental, operational and other governmental or regulatory approvals, including land use, zoning, development and environmental permits. The Proposer shall provide a schedule for securing approvals as part of the proposal.
- H. A minimum of two letters of interest from lenders.
- I. Required Forms: Appendices A, B and C
  - a. Disclosure of Beneficial Interest Form (M.G.L.c.7,40J)
  - b. Certification of Tax Compliance (M.G.L.c.62C,49A)
  - c. Certificate of Non-Collusion

#### **IX. Proposal Review Process**

A selection committee composed of member(s) from Town staff, Town Council and the Trust will review all proposals based on the evaluation criteria included in the RFP. The Review committee will make a recommendation to the Town Manager after determining which proposal is deemed the most advantageous and responsive proposal. It is expected that the review process will be completed within 8 weeks from the closing of the bid period and the Town will notify all Proposers in writing of its decision.

#### **Proposal Submission Terms and Requirements**

The Town of Amherst reserves the right to reject any and all proposals in whole or in part, and to waive minor informalities, when at its sole discretion is deemed to be in the best interests of the Town and to the extent permitted by law.

Proposals that meet all quality requirements shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failures to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as non-responsive.

All proposals shall be submitted to the Town, as and where set forth above, on or before the proposal deadline. Proposals and unsolicited amendments to proposals received by the Town after the proposal deadline will not be considered, and requests for extensions of time will not be granted. Proposers who mail proposals should allow sufficient time for receipt by the Town by the proposal deadline. Proposals received after the proposal deadline will be returned to the Proposer unopened.

All proposals shall be signed in ink by the Proposer. If the Proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation.

All proposals submitted shall be binding upon the Proposer for a minimum period of forty-five (45) calendar days following the opening of proposals.

Proposals submitted to the Town shall be securely kept and shall remain unopened until the proposal deadline and the opening of proposals.

Proposals once submitted may, upon request of the Proposer prior to the proposal deadline, be withdrawn or amended. If amended, resubmission of the proposal shall comply with all requirements of this RFP.

Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the proposal deadline. The Town does not assume any responsibility for errors, omissions, or misinterpretations, which may have resulted in whole or in part from the use of incomplete proposal documents. Any Proposer finding an ambiguity, inconsistency, or error shall promptly notify the Town.

If it becomes necessary to revise any part of this RFP or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all Proposers who have requested this RFP. No addenda will be issued within the immediate three (3) business day period prior to the proposal deadline.

By submitting a proposal in response to this RFP, the Proposer shall be deemed to have certified that no officer, agent, or employee of the Town has a direct or substantial financial interest in the procurement, that the proposal is submitted in good faith and exclusively on Proposer's own behalf, without fraud, collusion or connection of any kind with any other Proposer for the same work or with any undisclosed party. Proposer will be required to execute the "CERTIFICATE OF NON-COLLUSION" contained in the "Contract," which shall be filed with the Office of the Inspector General.

All terms and provisions contained in the "LEGAL NOTICE" of this procurement (a copy of which is attached hereto) are incorporated by reference into this RFP.

Proposers may add additional stipulations or otherwise qualify their proposals, but the Town shall retain the sole right to judge the importance of any such stipulation or qualification. If the Town determines that the stipulation or qualification is not in its best interest and/or is materially unacceptable, and if the Proposer does not clearly indicate this to be an alternative for consideration, then the Town reserves the right to reject such proposal.

It is understood, agreed upon and made a part hereof, and shall be a part of the contract, that the contract entered into between the Town and the successful Proposer shall not be assigned or assignable by way of sub-contract or otherwise, unless or until the Town shall have first assented thereto in writing.

The Town of Amherst reserves the right to modify any specifications and submission requirements associated with the proposal and the scope of the project.

All proposals must be submitted on the forms provided or on attachments approved in advance by the Town.

All information concerning materials, warranties, guarantees, complete plans, and complete specifications are due at the time of the proposal opening.

DRAFT

**APPENDIX A  
CERTIFICATE OF TAX COMPLIANCE**

No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security or Federal I.D. number

\_\_\_\_\_  
Signature: Individual or Corporate Officer

\_\_\_\_\_  
Date

**PLEASE PRINT**

**Corporate Name:** \_\_\_\_\_

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

**City, State, Zip Code:** \_\_\_\_\_

**APPENDIX B**  
**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, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

---

Signature of individual submitting bid or proposal

---

Name of Business

DRAFT

**APPENDIX C**  
**Disclosure of Beneficial Interests in Real Property Transaction**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management, as required by M.G.L. Chapter 7, Section 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:
2. Complete legal description of the property:
3. Type of transaction:  Sale  Lease or rental for up to four five-year terms:
4. Lessor(s):  
Lessee:
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name:

Address:

---

---

---

---

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name:

Title or Position:

---

---

---

---

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT