REQUEST FOR PROPOSALS

For the Purchase and Redevelopment of Property in the

Fitchburg Downtown Urban Revitalization and Development Area

Fitchburg, Massachusetts

Proposals Due by 2:00 p.m. on Monday, August 18, 2008

City of Fitchburg, Massachusetts

Fitchburg Redevelopment Authority
718 Main Street
Fitchburg, MA 01420

Phone: 978-345-9602
FAX: 978-345-9604
INVITATION TO BID

The Fitchburg Redevelopment Authority (FRA) is seeking proposals to purchase and redevelop properties on Snow and North Street, Fitchburg, Massachusetts, consisting of approximately 77,626 SF (1.78 acres). Such land is hereafter called the “Subject Property”. The Subject Property consists of four parcels of land and one right-of-way proposed for abandonment and is shown on the City of Fitchburg Assessor’s Map as: Parcel ID: 44-100-0 (32 North Street); Parcel ID: 44-101-0 (49-52 Snow Street); Parcel ID: 44-135-0 (0 Snow Street); Parcel ID: 44-131-0 (23 Snow Street); and the right-of-way for the portion of Cherry Street between Snow Street and North Street.

Please see attached map for details. The purpose of this Request for Proposals (RFP) is to select a developer/owner with experience in constructing, owning and managing mixed-use development including privately-owned and operated student housing.

Respondents should submit one (1) original and 6 copies on or before 2:00 p.m. on Monday, August 18, 2008, to:

Fitchburg Redevelopment Authority
718 Main Street
Fitchburg, MA 01420

Bids will be opened and recorded at this time. No proposals submitted after this time will be accepted.

Proposals should be labeled Proposal for the Purchase and Redevelopment of land in Downtown Fitchburg. Responses to the Request for Proposals must include all required documents, completed and signed per the instructions and attached forms included in this bid package. The FRA reserves the right to reject any or all proposals or to cancel this Request for Proposals, if it is in the FRA’s best interest.

Notice of this RFP is published in the Central Register which is a weekly publication of the Office of the Secretary of State and the Sentinel & Enterprise (Fitchburg) and the Worcester
Telegram & Gazette, two newspapers with circulation sufficient to inform the people of the City of Fitchburg.

The FRA 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, lease or financing; withdrawal without prior notice; and changes to, additions to, and different interpretations of laws and regulations.

All inquiries should be in writing and directed, no later than Monday, August 4, 2008 at 4:00 p.m., to:

Fitchburg Redevelopment Authority
ATTN: Thomas Szocik, Executive Director
718 Main Street
Fitchburg, MA 01420

Phone: 978-345-9602
Fax: 978-345-9604
General Email: FitchburgEDO@net1plus.com

The FRA will circulate all questions received, including the FRA response to such questions, to all parties that have formally requested a copy of this RFP.

The FRA and the Planning and Zoning Department will hold a pre-bid conference to present an overview of public plans and policies applicable to the Subject Property, and to answer any questions interested proposers might have about the RFP.

The pre-bid conference will be held at the Fitchburg Economic Development Office, Putnam Place, 180 Boulder Drive, Fitchburg on Monday, July 14, 2008 at 1:00 p.m. Firms interested in submitting a proposal for consideration by the FRA are strongly encouraged to attend this conference. Hard copies of presentation materials delivered at the pre-bid conference will be made available after the event upon request.
FITCHBURG REDEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

FOR THE PURCHASE AND REDEVELOPMENT OF PROPERTY
ON SNOW STREET AND NORTH STREET
FITCHBURG, MASSACHUSETTS
JUNE 18, 2008

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I. INTRODUCTION

The City of Fitchburg is in the implementation phase of prior planning work for downtown revitalization. The Mayor’s office is leading a “smart growth” strategy to promote mixed-use development – including multiple land uses within the same building – a concept that many other communities have adopted to help stimulate reinvestment in downtown.

As part of the overall effort, the Fitchburg Redevelopment Authority (FRA) is seeking the redevelopment of publicly-owned land at the corner of Snow Street, Main Street, and North Street – two city blocks – which is a key downtown location that serves as an entry point to Fitchburg State College (FSC) and is across the street from the terminus of the MBTA Commuter Rail’s Fitchburg Line and the MART Intermodal Center and parking garage. Discussions with MART officials indicate that parking may be made available for lease to the successful Respondent, if needed.

The City Planning Office is working with a team of planning and redevelopment consultants who specialize in smart growth and downtown revitalization to investigate redevelopment options that maximize the opportunity for private investment with public benefits. Preliminary work suggests market support for redevelopment, perhaps to include some combination of student-oriented housing, retail, restaurant, possible single-family/townhouse and a potential new FSC welcome center. In meetings with FSC officials, the College has expressed interest in leasing up to 3,000 sq. ft. for use as a welcome center.

Respondents to this RFP are invited to submit proposals for purchase and redevelopment of the Subject Property which may or may not include assembly of the Subject Property with adjacent privately-owned land, including four parcels located south of the Subject Property. In the event that the successful Respondent is able to expand the proposal to include the privately-owned land, the FRA will pursue a negotiated sale of such land to facilitate a coordinated proposal. In addition to the Subject Property, it is anticipated that a 7,168 sq. ft. City-owned parcel located immediately adjacent to the Subject Property to the north (44-105-0), which was taken by the City for tax title, is expected to be declared surplus in the near future and may be made available to the successful Respondent.

Proposals that include assembly with adjacent privately-owned land are preferred provided that the proposed redevelopment meets the City’s public policy goals and requirements included in this RFP, and as stated in the Zoning Ordinance (as amended), the Fitchburg Downtown Urban Revitalization and Development Plan, and the Fitchburg Main Street Design Guidelines.
II. PROPERTY DESCRIPTION/SITE CHARACTERISTICS

a. Location and Site Information: The Subject Property consists of four parcels of land in addition to one portion of the Cherry Street right-of-way proposed for abandonment. The parcels are shown on the City of Fitchburg Assessor’s Map as follows:

<table>
<thead>
<tr>
<th>Parcel ID</th>
<th>Address</th>
<th>Acres</th>
<th>Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>44 100 0</td>
<td>32 North Street</td>
<td>0.308</td>
<td>13,416</td>
</tr>
<tr>
<td>44 101 0</td>
<td>49-52 Snow Street</td>
<td>0.992</td>
<td>43,212</td>
</tr>
<tr>
<td>44 131 0</td>
<td>23 Snow Street</td>
<td>0.257</td>
<td>11,195</td>
</tr>
<tr>
<td>44 135 0</td>
<td>0 Snow Street</td>
<td>0.116</td>
<td>5,053</td>
</tr>
<tr>
<td>N/A</td>
<td>Cherry Street right-of-way</td>
<td>0.109 (est.)</td>
<td>4,750 (est.)</td>
</tr>
</tbody>
</table>

Total Land Area 1.78 (est.) 77,626 (est.)

A map of the Subject Property is included as Attachment E. The Subject Property is located in close proximity to the Fitchburg Intermodal Center and parking garage, the terminus of the MBTA Commuter Rail’s Fitchburg Line, Fitchburg State College and Downtown Fitchburg.

b. Control of Property: The land ownership for the Subject Property is as follows:

<table>
<thead>
<tr>
<th>Parcel ID</th>
<th>Address</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>44 100 0</td>
<td>32 North Street</td>
<td>FRA</td>
</tr>
<tr>
<td>44 101 0</td>
<td>49-52 Snow Street</td>
<td>FRA</td>
</tr>
<tr>
<td>44 135 0</td>
<td>0 Snow Street</td>
<td>FRA</td>
</tr>
<tr>
<td>44 131 0</td>
<td>23 Snow Street</td>
<td>FRA</td>
</tr>
<tr>
<td>N/A</td>
<td>Cherry Street right-of-way</td>
<td>City of Fitchburg</td>
</tr>
</tbody>
</table>

A petition to abandon and discontinue the portion of Cherry Street between Snow Street and North Street was filed by the FRA with the Fitchburg City Council on May 30, 2008, and is included as Attachment B. If the petition is approved by vote of the City Council, it is anticipated that the City will convey a deed inclusive of all right, title and interest in the right-of-way to the successful Respondent to this RFP.

c. Adjacent Privately-Owned Parcels: The following four privately-owned parcels are located to the south of the Subject Property:

<table>
<thead>
<tr>
<th>Parcel ID</th>
<th>Address</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>44 99A 0</td>
<td>12-16 North Street</td>
<td>Sciabarrasi John A.</td>
</tr>
<tr>
<td>44 99 0</td>
<td>0 North Street</td>
<td>Nana’s Realty Trust Realty Trust</td>
</tr>
<tr>
<td>44 133 0</td>
<td>17-19 Snow Street</td>
<td>Bramante Marylis A.</td>
</tr>
<tr>
<td>56 2 0</td>
<td>161-181 Main Street</td>
<td>Martel Gerard A. Trustee Realty Tr.</td>
</tr>
</tbody>
</table>

Total Land Area 0.976 (est.)

A developer holds a purchase and sale agreement (“P&S Agreement”) for the four parcels, which are shown on a map included as Attachment F. The FRA has met with
the property owners and is pursuing an option to purchase the land in the event that the current P&S Agreement lapses. As noted in Sec. I of this RFP, the FRA will give favorable consideration to Respondents that demonstrate an interest and ability to expand their proposal to include this land. In the event that the successful Respondent is willing and able to expand the proposal to include the privately-owned land, the FRA will pursue a negotiated sale of such land to facilitate a coordinated proposal.

d. **Zoning:** The Subject Property is subject to Fitchburg’s Zoning Ordinance. The Subject Property is located in a Fitchburg State College “FSC” zoning district. A petition to amend the Zoning Ordinance was filed by the FRA with the Fitchburg City Council on May 30, 2008, and is included as Attachment C. This proposed zoning amendment will be considered by the Fitchburg Planning Board at a public hearing on June 17, 2008, and it is anticipated that it will be considered by the Fitchburg City Council at a public hearing on Tuesday, July 15. The FRA will provide notification of both public hearings to all parties that have formally requested a copy of this RFP. The FRA’s acceptance of this proposal shall not relieve the developer from compliance with the requirements of Fitchburg’s Zoning Ordinance, including without limitation the requirement to obtain any required Special Permit for Respondent’s intended use of the Subject Property.

e. **Survey and Topography:** A survey of the Subject Property has not been completed. Preliminary topographic contour lines have been prepared by the City of Fitchburg, and are included as Attachment G.

f. **Access:** Vehicular access to the Property may be from Snow Street or North Street.

g. **Utilities:** Public water, sewer, gas, and electric are available to the Subject Property.

h. **Parking:** Parking may be provided on site in surface spaces. The option also exists to use differences in grade across the site to allow parking underneath proposed buildings. Additional parking to serve proposed residential uses, if necessary, may be available through long-term lease of spaces in the commuter rail parking garage on Main Street owned and operated by the Montachusett Regional Transit Authority (MART).

i. **Environmental Review:** The Subject Property will be conveyed “as is”. The FRA has conducted Phase I and Phase II 21E reports for all parcels of land included in the Subject Property with the exception of the Cherry Street right-of-way, which has not been tested. The Phase I and Phase II reports are available for inspection at the office of the FRA. The FRA has resources available to complete Phase I and Phase II 21E reports for the four adjacent privately-owned parcels, and is willing to complete this work upon selection of a proposal and execution of a Disposition Agreement for the Subject Property. Respondents should undertake their own review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development ownership and legal
considerations. The FRA shall bear no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by G.L. c. 21E (herein collectively referred to as “Hazardous Waste”) on, in, under or emitting from the Subject Property and the successful proposer agrees to defend, with counsel satisfactory to the FRA, and, to the extent not prohibited by law, to pay, protect, release, indemnify and save harmless the FRA from and against, any and all liabilities, damages, loss, costs, expenses (including any and all attorneys’ fees, and expenses of FRA), causes of action, suits, claims, demands or judgments of any nature whatsoever arising prior and subsequent to delivery of the deed for any injury to person or property arising from any Hazardous Waste that are on, in, under, or emitting from the Property. The provisions of this Paragraph shall survive delivery of the Deed.

III. FITCHBURG REDEVELOPMENT AUTHORITY GOALS AND GUIDELINES

Respondents must review and be familiar with at least the following approved public policy documents in the City of Fitchburg:

- Fitchburg Zoning Ordinance
- Fitchburg Main Street Design Guidelines

Copies of these documents are available upon request at the office of the FRA.

The Fitchburg Planning Office is currently working with a team of planning and development consultants to study the potential uses of the Subject Property. A public meeting was held to review their work to date on Thursday, May 23, 2008. A copy of the presentation slides reviewed at that meeting is available from the Office of the Planning Coordinator, 718 Main Street, Fitchburg, MA 01420, or (978) 345-1018.

IV. SELECTION PROCESS

The Proposal Response Form included as Attachment A is to be completed and signed by the Respondent and be enclosed in a sealed envelope, along with a certified check or bank cashier’s check for $10,000.00 (Ten Thousand and 00/100 Dollars), payable to the “Fitchburg Redevelopment Authority” and the sealed envelope marked “Proposal to Purchase Property on North Street”, along with the name and address of the Respondent. Additional submission requirements are included in Sec. VI. The envelope should either (a) be delivered by hand or courier service to the Fitchburg Redevelopment Authority’s office at 180 Boulder Drive, Suite 100, Fitchburg, Massachusetts, by 2:00 p.m. on Monday, August 18, 2008 (b) be mailed to the Fitchburg Redevelopment Authority at 718 Main Street, Fitchburg, MA 01420, in sufficient time to be delivered to such address by 2:00 p.m. on Monday, August 18, 2008 (the Respondent assumes the risk of timely delivery). Prior to proposal opening, Respondent can correct, modify or withdraw proposal by making such request in writing. All corrections and modifications must be
sealed when submitted. No proposals, corrections or modifications will be accepted after the date and time above mentioned.

The FRA will publicly open the sealed envelopes in the Fitchburg Redevelopment Authority’s office at 180 Boulder Drive, Fitchburg, Massachusetts, at 2:00 p.m. on Monday, August 18, 2008. The proposals will be evaluated by the FRA Board of Directors according to the attached Evaluation Criteria and the FRA Board of Directors will vote to designate the most responsive proposal, if any, at a duly noticed public meeting. The FRA Board reserves the right, but is not obligated to, conduct interviews with one or more Respondents. The FRA Board of Directors is the awarding authority for this RFP process. The FRA will accept or reject the proposal within forty-five (45) days after proposal opening, in no case later than Thursday, October 2, 2008. The FRA will return the check that accompanies a proposal to the Respondent if the FRA does not accept the proposal.

The FRA will credit the proceeds of the check that accompanies a proposal to the deposit called for in the Disposition Agreement if (a) the FRA accepts the proposal, and (b) the Respondent, within ten (10) business days after the day the FRA mails notice by Certified Mail to Respondent, that the FRA has accepted the proposal, (i) signs the Disposition Agreement [described hereinafter], (ii) completes and signs the Disclosure of Beneficial Interests in Real Property Transaction; and (iii) complies with Massachusetts General Laws, Chapter 7, Section 40J.

The FRA may collect the check that accompanies this proposal and keep the proceeds without signing the Disposition Agreement if (a) the FRA accepts the proposal, and (b) the Respondent does not, within ten (10) business days after the day the FRA mails notice by Certified Mail to the Respondent that the FRA has accepted the proposal, (i) sign the Disposition Agreement and (ii) comply with Massachusetts General Laws, Chapter 7, Section 40J. If the Respondent signs the Disposition Agreement more than ten (10) business days after the day the FRA mails notice by Certified Mail to Respondent that the FRA has accepted the proposal, or if the Respondent does not comply with Massachusetts General Laws, Chapter 7, Section 40J, until after said ten (10) business days, and if the FRA elects to assent to such late signing or compliance, the FRA may credit some or none of the proceeds of the check to the deposit called for in the Disposition Agreement.

The FRA reserves the right to reject any and all proposals, to waive any minor informality in responses, to negotiate any and all non-mandatory contract terms with the successful proposer, or to cancel this RFP at any time if it is in the FRA’s best interest to do so. The FRA reserves the right to reject any proposal that proposes a use that is not either permitted by right or by Special Permit under Fitchburg’s Zoning Ordinance.
V. MINIMUM EVALUATION CRITERIA

MANDATORY TERMS

The successful Respondent shall be required to enter into a Disposition Agreement with the FRA, substantially in the form attached hereto as Attachment I, within thirty (30) days after FRA selection of Respondent’s proposal, containing in addition to the usual provisions, the following mandatory terms:

a. No broker’s commission shall be paid by the FRA and the successful proposer shall indemnify and hold harmless the FRA from any claims for such commission.

b. The Respondent or Respondent’s agent shall have the right, at a time and date approved by the FRA that shall be no later than August 18, 2008, to enter the Subject Property at the proposer’s own risk for the purpose of survey, inspections or tests, including subsurface tests, the proposer agreeing to restore the Subject Property, if disturbed by such survey, inspections or tests, as close as reasonably possible to the condition prior to such entry. This paragraph does not convey any rights to access the four adjacent privately-owned parcels. The Respondent shall include in its proposal a certification that the Respondent is fully satisfied with such inspections and tests relative to the Subject Property or that the Respondent has waived its right to conduct such inspections and tests.

c. The Respondent shall acknowledge that the Subject Property is being sold “as is”.

d. The FRA Board has not established a minimum responsive purchase price for the Subject Property. However, price is one of the factors that will be considered within the evaluation of proposals. Upon agreement to a purchase price, the successful Respondent shall pay a deposit of ten (10%) percent of the agreed purchase price.

e. The successful proposer shall pay pro forma real estate taxes at the time of closing.

f. Certain of the Comparative Evaluation Criteria included in Section VI of this RFP are required, as specifically noted.

VI. COMPARATIVE EVALUATION CRITERIA

Proposals will be evaluated using the following criteria and are not prioritized in this order:

1. Price

Price will be considered within the FRA Board’s evaluation of proposals, but the FRA Board reserves the right to select a proposal that does not propose the highest purchase
price. The FRA Board will examine evidence of the Proponent’s ability to obtain financing for a proposed development that meets the use and design objectives.

2. **Intended Use of Subject Property**

The FRA and the City support mixed-use redevelopment of the Subject Property. The FRA will favor uses that include some or all of the following:

- Multiple land uses within a single building or buildings on the Subject Property.
- Uses that are in harmony with the City of Fitchburg’s land use regulations and approved public plans, including the Fitchburg Main Street Design Guidelines.
- Uses which can reasonably be expected to benefit from the close proximity of the Subject Property to mass transit.
- Uses which can reasonably be expected, upon occupancy, to draw more FSC students to visit Downtown Fitchburg, including the Subject Property.
- Uses which provide a positive amenity to both Downtown Fitchburg and FSC.
- Proposals that include construction of privately-operated student housing to be made available for use to FSC students.
- Proposals that include approximately 3,000 sq. ft. of leasable space, either within a mixed-use building or as a stand-alone building, intended for lease to FSC for use as a Welcome Center.

3. **Project Design**

The FRA and the City support redevelopment of the Subject Property that includes site and building design that is complementary to the architectural character in Downtown Fitchburg, and that will provide a visually interesting focal point for this important intersection. The FRA will review what the Respondent plans to do with the property; proposed public amenities including sidewalks, walking paths and streetscape enhancements; proposed site landscaping; and other site and building design elements that it deems relevant. The FRA will favor site and building design that includes the following:

- Multiple-story buildings are favored. A one-story building will be considered non-responsive unless it is included among multiple buildings within a coordinated site plan including at least one multi-story building.
- The proposed site and building design must be consistent with approved plans and policies in the City of Fitchburg, including the “Design Guidelines for Main Street” (2000).
- The site design should include provision of adequate parking to support the proposed use(s). However, it should be noted that this may be achieved using a combination of on-site parking and, upon agreement with MART, parking in the commuter rail parking garage. Proposals that minimize the amount of on-site surface parking, such as by including structured parking or including use of
parking in the MART parking garage, will receive preference over those that don’t. Surface parking lots should be located and designed so as to minimize their visibility from public streets.

- Buildings should be oriented to front directly on either Snow Street or North Street, and should include minimal setbacks to reinforce the urban character of the Subject Property and surrounding neighborhood. Buildings that include front setbacks of no more than ten (10) feet are preferred.
- Site design should accommodate vehicular and pedestrian access to the site and circulation within the site, including design features such as walking paths and striped crosswalks to minimize potential for automotive and pedestrian conflict. Streetscape improvements on public ways are encouraged, with an emphasis on design consistency with recent streetscape improvements to the North Street corridor.

4. Assembly with Adjacent Privately-Owned Parcels

The FRA will favor proposals for redevelopment of the Subject Property that include assembly with the four adjacent privately-owned parcels described in Section II of this RFP. All Respondents should include in their proposal a narrative description of whether and to what extent their proposal for redevelopment of the Subject Property could be expanded to include the adjacent privately-owned parcels if that land becomes available for assembly. Supplemental information such as schematic site plans and/or renderings may be submitted at the option of the Respondent.

5. Responsiveness

Does the Respondent meet the Authority’s terms and conditions? Does the proposal contain all of the required documents and forms properly completed?

6. Experience and Qualifications

Experience and qualifications of the Respondent’s anticipated development team including:

- Experience in development of mixed-use projects including multiple land uses within the same building;
- Financial strength of development team members and creditworthiness of Respondent (no debts in default; no recent foreclosures; no declaration of bankruptcy; no tax liens);
- Physical and financial health of previous projects developed by the Respondent.

7. Timetable

The Proposal shall provide a schedule indicating timelines for site design, permitting, assembly of construction financing commitments, development of the site, and expected
occupancy of the property. The FRA expects construction to start by April 15, 2009. The FRA reserves the right to waive or extend this deadline. Within the Disposition Agreement, the FRA may include a provision that the land will revert to the FRA if construction does not proceed according to the agreed timeline, and in the event that the FRA does not approve an extension for cause shown.

8. Taxes

Is the Respondent current on all of his/her taxes owed to the city of Fitchburg? Can the proposed use be reasonably anticipated to contribute net tax revenues to the City of Fitchburg, taking into account anticipated service demands and overall fiscal impacts.

9. Financial Feasibility

Respondent must demonstrate in its submission that it has sufficient financial resources to obtain the necessary construction financing as well as permanent financing for the project.

Respondents are encouraged to include within their proposal a brief narrative stating how the proposal responds to these evaluation criteria. Supplemental information such as schematic site plans and/or renderings are encouraged, and may be submitted at the option of the Respondent.
VII. SUBMISSION REQUIREMENTS

This proposal must be accompanied by:

1. A **certified check or a bank cashier’s check** for $10,000.00 (Ten Thousand and 00/100 Dollars), payable to the Fitchburg Redevelopment Authority. Deposits SHALL NOT be held in an interest-bearing escrow account.

2. Evidence of the Respondent’s ability to obtain financing;

3. A statement of the Respondent’s intended use of the Subject Property and whether the intended use is permitted by right under Fitchburg’s Zoning Ordinance or will require a Special Permit under Fitchburg’s Zoning Ordinance;

4. Certification Statements. The following Certification Statements must be completed and included with the proposal -
   
   a. **Disclosure of Beneficial Interest** – M.G.L., Chapter 7, Section 40J
   
   b. **Certificate of Tax Compliance** – M.G.L., Chapter 62C, Section 49A
   
   c. **Certificate of Non-Collusion**

5. A signed copy of the Certification of Bid or Proposal (Attachment D); and

These must be placed in a sealed envelope marked “Proposal to Purchase and Redevelop Property on Snow and North Street” along with the name and address of the Respondent. The envelope should either (a) be delivered by **hand or courier service to** the Fitchburg Redevelopment Authority’s office at 180 Boulder Drive, Suite 100, Fitchburg, Massachusetts 01420, by 2:00 p.m. on **Monday, August 18, 2008**, (b) be mailed to the Fitchburg Redevelopment Authority at 718 Main Street, Fitchburg, Massachusetts 01420 in sufficient time to be delivered to such address by 2:00 p.m. on **Monday, August 18, 2008** (the Respondent assumes the risk of timely delivery). Prior to proposal opening, Respondents can correct, modify or withdraw proposal by making such request in writing. All corrections and modifications must be sealed when submitted. No proposals, corrections or modifications will be accepted after the time above mentioned.

The selected proposal shall be binding upon the Respondent until one hundred twenty (120) days from the date of the Letter of Acceptance issued by the FRA. If the selected proposer withdraws its proposal within said one hundred twenty (120) day period, then the selected proposer’s deposit shall be forfeited and the FRA may retain the deposit as liquidated damages.
VIII. CONTRACT TERMS AND CONDITIONS

All proposals are subject to the terms, conditions, and specifications herein set forth.

1. The FRA makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of the Request for Proposals, including information that is available upon request. This information is provided subject to errors, omissions, change of cost, lease or conditions, additional changes in and different interpretations of laws and regulations.

2. The FRA reserves the right to seek additional information or revised proposals from respondents at any time prior to selection of developer through written notice to all respondents.

3. The FRA reserves the right to change the selection process or schedule with written notice to all respondents as necessary.

4. The FRA reserves the right to suspend, withdraw or amend this RFP at any time, without notice.

5. All materials submitted by the Respondent become the property of the FRA. The FRA is under no obligation to return any of the material submitted by a Respondent in response to this RFP.

6. The FRA reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. The FRA further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in the FRA’s best interest to do so.

7. The Respondent agrees to be solely responsible for obtaining, in a timely manner, any and all permits, approvals, waivers, releases or any other requirements for the development the property as proposed in this RFP.

8. The Disposition Agreement will be drafted by the FRA in compliance with the terms of the RFP, and may incorporate the terms of the RFP and the proposal selected.

9. The Respondent must certify that no official or employee of the City of Fitchburg, Massachusetts, has a pecuniary interested in this proposal or in the contract which the Respondent offers to execute or in expected profits to arise there from, unless there has been compliance with the provisions of M.G.L. Chapter 43, Section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

10. The developer shall not assign, transfer, sublet, convey or otherwise dispose of any contract
which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the FRA. Should the developer attempt any of the above without written consent of the FRA, the FRA reserves the right to declare the developer in default and terminate the contract for cause.

11. All contract amendments must be in writing and approved and signed by the Executive Director of the FRA or other authorized official of the FRA.

12. The developer must be current in taxes and all water and sewer liabilities on any and all real estate owned in the City of Fitchburg.
IX. ATTACHMENTS

ATTACHMENT A: PROPOSAL RESPONSE FORM

Respondent’s Name: <2> ___________________________________________________
________________________________________________________________________
________________________________________________________________________
Address: <2A> __________________________________________________________
________________________________________________________________________
________________________________________________________________________
Telephone Number: <2B> _________________________________________________

Total price the Respondent agrees to pay to the FRA – should the FRA accept this proposal – subject to the terms and conditions of the attached Disposition Agreement, to purchase the Subject Property: <1>

$ __________________________________________________________

Such amount is hereinafter called the “Total Price”.

Enclosed with this proposal is a statement that describes the Respondent’s intended use of the Subject Property and whether the intended use is permitted by right under Fitchburg’s Zoning Ordinance or whether it will require a Special Permit under Fitchburg’s Zoning Ordinance.

The undersigned Respondent promises that, should the FRA accept this proposal, the Respondent will, within ___ (__) days after the day the FRA mails notice by Certified Mail to Respondent that the FRA has accepted this proposal, sign a Disposition Agreement for the Subject Property.

The undersigned Respondent agrees to all of the provisions appearing in this proposal.

SIGNED as a sealed instrument this ____________ day of _________________, 2008.

By: ________________________________
ATTACHMENT B: PETITION TO ABANDON AND DISCONTINUE A PORTION OF CHERRY STREET

discontinue and abandon, as a public street or way, a portion Cherry Street between Snow Street and North Street as shown on the below map, said portion of Cherry Street no longer being necessary for ordinary travel and common convenience. The Fitchburg Redevelopment Authority owns all the land on both sides of this street, and has agreed to waive any claim to damages that may occur from this abandonment.

The petition above was filed with the Fitchburg City Council on May 30, 2008, and will proceed for consideration within a public hearing.
ATTACHMENT C: PETITION TO AMEND THE FITCHBURG ZONING ORDINANCE

To amend the Fitchburg Zoning Ordinance, as follows:

insert a new Section 181.428 to read as follows:

“181.428 Height and Dimensional Exceptions in FSC District. The following exceptions may be granted from the provisions of the Zoning Ordinance by Special Permit from the Planning Board for principal and accessory uses and structures proposed on lots in the College District (FSC) with an area of greater than 40,000 square feet upon a finding that said exceptions meet the criteria for issuance of a Special Permit in Section 181.93, which finding shall be set forth in the Board’s written decision. In granting a Special Permit, the Planning Board may impose conditions on building and site design to ensure site planning, architectural and landscape design compatibility with the surrounding neighborhood.

181.4281. Notwithstanding the provisions of Section 181.31, Principal Uses, more than one principal use, including residential use, may be permitted on a single lot and more than one principal use may be permitted in a single structure.

181.4282. Notwithstanding the provisions of Section 181.413, One Structure per Lot, more than one principal structure may be permitted on a single lot.

181.4283. Notwithstanding the provisions of Section 181.414, Table of Dimensional Requirements, structures with a front setback of less than 15 feet and a height of greater than 36 feet may be permitted, provided that no structure in excess of 60 feet shall be permitted.”

And further to amend Section 181.5134 to read as follows:

181.5134. Availability of on-street parking or parking at nearby municipally or publicly owned facilities including, without limitation, parking facilities owned by the Montachusett Regional Transit Authority (MART).”

The petition above was filed with the Fitchburg City Council on May 30, 2008, and will proceed for consideration within a public hearing.
ATTACHMENT D: CERTIFICATION OF BID OR PROPOSAL

A person submitting a bid or a proposal for the procurement or disposal of supplies or services to any governmental body shall certify, in writing, in the bid or proposal package, as follows,

The undersigned certifies under penalties of perjury that this bid or proposal in response to the Fitchburg Redevelopment Authority’s Request for Proposals for the purchase of land at Snow and North Street, Fitchburg, Massachusetts, 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.

______________________________________________
Signature

______________________________________________
Print name of person signing bid or proposal

______________________________________________
Name of business

______________________________________________
Date
ATTACHMENT E: MAP OF LAND INCLUDING SUBJECT PROPERTY

Land Eligible for Proposal through RFP
As noted in Section I, II and VI of this RFP, the FRA will favor proposals for redevelopment of the Subject Property that include assembly with the four adjacent privately-owned parcels described in Section II of this RFP. All Respondents should include in their proposal a narrative description of whether and to what extent their proposal for redevelopment of the Subject Property could be expanded to include the adjacent privately-owned parcels if that land becomes available for assembly. Supplemental information such as schematic site plans and/or renderings may be submitted at the option of the Respondent.
ATTACHMENT F: PRELIMINARY TOPOGRAPHIC CONTOUR LINES FOR SUBJECT PROPERTY

The topographic information above is available upon request from the office of the FRA.
ATTACHMENT G: EXERPT OF FITCHBURG ZONING MAP

Subject Property

Commuter Rail Station

Fitchburg State College
ATTACHMENT H: SAMPLE DISPOSITION AGREEMENT

SAMPLE DISPOSITION AGREEMENT

BETWEEN

FITCHBURG REDEVELOPMENT AUTHORITY

AND

< 2 >

The Fitchburg Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to the provisions of Chapter 121 B of the General Laws of Massachusetts, and having its principal place of business in Fitchburg, County of Worcester, Massachusetts, hereinafter called the "Authority", hereby agrees to sell,

AND

< 2 >, a business with its principal office at < 2A >, hereinafter called "Developer", hereby agrees to buy,

UPON THE FOLLOWING TERMS AND CONDITIONS

The parcel of land described in the proposed deed attached hereto as Exhibit A and made a part hereof, hereinafter called "the subject land", for the sum of < 1 >.

This Agreement is upon the following conditions and stipulations, to all of which the parties hereto expressly agree, to wit:

1) Payment of Price - The purchase price of < 1 > has been, and shall be, paid as follows:

   a) A down payment of < 1A >, receipt of which the Authority does hereby acknowledge, and < 1A >

   b) A payment of < 1B > to be paid by cash, cashier’s check, certified check or a combination of the same at the consummation of the transaction. < 1B >

   TOTAL < 1 >
The Authority shall pay interest at the rate of six percent (3%) per annum on the <1A> down payment in the event it must be returned to the Developer under any provision of this Agreement.

2) **Consummation of Transaction** - The transaction shall be consummated by the Authority delivering to the Developer (or, if the Developer prefers, the Developer's nominee) the Quitclaim Deed of which a copy is attached hereto as Exhibit A, fully executed and conveying good record and marketable title to the subject land free and clear of all liens and encumbrances except only as provided in Paragraph (4) and the Developer delivering to the Authority the balance of the purchase price and the Letter of Credit specified in Paragraph (7).

3) **Place and Time** - Transfer of title to the subject premises to the Developer or its nominee shall be consummated at the Worcester Northern District Registry of Deeds at 1:00 p.m. on the sixtieth day after the date of this Agreement or such other time of day or place in Northern Worcester County or earlier date as the Developer selects by seven (7) days' notice to the Authority.

4) **Defective Title** - In the event the Authority shall be unable to convey good record and marketable title to the subject land, free and clear of all liens and encumbrances other than:

   a) the statutory lien for Municipal Taxes for the municipal fiscal year in which the sale is consummated and the following fiscal year;

   b) provision of existing building and zoning laws; and

   c) liens for municipal betterments assessed after the date of this agreement.

   The Developer shall have the option to accept such title as the Authority can convey and to pay therefor the full purchase price as specified in Paragraph (1) hereinabove, or to terminate this Agreement without liability on the part of the Developer. In the event the Developer elects to terminate hereunder, the Authority will promptly return to the Developer the aforesaid down payment of <1A>, plus all interest earned thereon.

5) **Hazardous Waste** - If the Developer for any reason desires to obtain another report by a geotechnical engineering company, or a more comprehensive environmental report, concerning the presence of oil and hazardous waste in or on the subject land, the Developer may obtain such a report at the Developer's expense. The Authority will permit any geotechnical engineering company retained by the Developer to go upon the subject land to make such investigations (including sub-surface investigations) as the geotechnical engineering company reasonably deems necessary. The Developer may terminate this Agreement if any such report indicates the subject land is not free of oil and hazardous waste. In the event the Developer elects to terminate hereunder, the Authority will promptly return
to the Developer the aforesaid down payment of < 1A >, plus all interest earned thereon.

6) **Non-discrimination** - The Purchaser agrees for itself and its successors, that in the construction of the improvements to be made by it on the subject land that it will use reasonable efforts to:

   a) cause all contractors not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin, and to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;

   b) cause all contractors in all solicitations and advertisements for employees placed by him or on his behalf, to state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

7) **Real Estate Taxes** – All real estate taxes allocated to the subject land shall be apportioned between the Authority and the Developer as of the date of recording of the Deed.

   No adjustment shall be made at the consummation of the sale on account of taxes for the tax period in which the sale occurs. Instead, the Authority shall pay in full all taxes assessed for the tax period in which the sale occurs upon receipt of invoice for the same and deliver to the Developer a photocopy of the receipted tax invoice and the Developer shall reimburse the Authority for the Developer's allocated and apportioned share of such taxes as specified above.

   If the sale is consummated between January 1st and the following June 30th, real estate taxes on the subject land for the municipal fiscal year commencing the following July 1st will be assessed to the Authority (because the Authority owned the subject land on the assessment date, January 1st, for the municipal fiscal year commencing the following July 1st). The Authority shall pay the assessed taxes in full upon receipt of invoice for the same and deliver to the Developer a photocopy of the receipted tax invoice and the Developer shall reimburse the Authority for the Developer's allocated share of such taxes.

8) **Right to go Upon the Land** - The Developer, its agents and employees, shall at all times while this Agreement remains in effect have full right to go upon the subject land to perform, at the Developer's sole expense and risk, soil tests, engineering studies, preliminary site work and similar preliminary work. The Developer will promptly fill any holes made by the Developer.

9) **Forfeiture of Down Payment** - In the event the Authority shall be able to deliver to the Developer the aforesaid Quitclaim Deed conveying good and marketable title [except as
provided for in Paragraph (4)] and the Developer shall fail or refuse to consummate the
transaction as specified above, the Authority shall keep the aforesaid down payment of
<1A> plus all interest earned thereon, as liquidated damages, unless the Developer's failure
or refusal to consummate the transaction is authorized under the provisions of Paragraph (4)
or (5), and this Agreement shall thereupon terminate and neither party hereto shall have any
rights hereunder against the other.

10) Conflict of Interest - The Authority affirmst that none of its members, officials or employees
now has any financial interest, direct or indirect, in this Agreement or with the Developer.
The Authority agrees that none of its members, officials or employees will participate in any
decision relating to this Agreement if such decision affects his financial interest in any
corporation, partnership or association in which he/she is directly or indirectly interested.

The Developer will not knowingly, unless there is a prior finding by the Authority that such
action is consistent with the public interest, employ in connection with its obligations under
this Agreement any person who has participated in the negotiation or approval of this
Agreement and who is named on a list furnished by the Authority to the Developer as having
so participated, nor shall the Developer knowingly permit any such person to acquire directly
or indirectly any interest (except any interest based on the ownership of its capital stock if
such stock is publicly held or offered) in the Developer or in the subject land prior to the
completion of the improvements thereon as certified by the Authority in accordance with this
Agreement.

11) Broker - The Authority and the Developer each represent and warrant to the other that no
broker was acted on its behalf or under its Authority in connection with this sale of real
estate. If a broker has been engaged, that broker must introduce him/herself in person to the
Authority and must verify, in writing, that he/she has shown the property. The Authority will
pay a commission of 7% to said broker once the sale of real estate is final. In any case, the
Authority and the Developer each agrees to hold the other harmless and indemnify the other
from any and all claims, demands or suits brought as a result of its breach of this
representation and warranty.

12) Successors, Assigns, Etc. - The Developer may not assign this Agreement without the
Authority's written approval. This Agreement shall be binding upon and inure to the benefit
of the successors and assigns of both the Authority and the Developer.
IN WITNESS WHEREOF, the Authority and the Developer have each signed and sealed two counterparts of this Agreement this ______ day of __________________, 2003.

FITCBURG REDEVELOPMENT AUTHORITY

___________________________________________
Thomas Szocik, Executive Director

< 2 >

< NAME >
ATTACHMENT I: 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 Planning and Operations, as required by M.G.L. c. 7, §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: Fitchburg Redevelopment Authority, Fitchburg, Massachusetts.

2. Description of the property: Snow and North Street, Fitchburg, Massachusetts, consisting of four parcels of land and one right-of-way proposed for abandonment and is shown on the City of Fitchburg Assessor’s Map as:

- Parcel ID: 44 100 0 32 North Street
- Parcel ID: 44 101 0 49-52 Snow Street
- Parcel ID: 44 135 0 0 Snow Street
- Parcel ID: 44 131 0 23 Snow Street
- Right-of-way for portion of Cherry Street between Snow Street and Main Street

Please see enclosed the City of Fitchburg’s “Unofficial Property Record Cards” for property descriptions. These Unofficial Property Descriptions are not intended to take the place of or substitute for the legal property deeds. They are intended to provide a description of the property for sale.

3. Type of Transaction: Sale

4. Seller: Fitchburg Redevelopment Authority

Purchaser: _________________________________________________________________

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

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<th>TITLE OR POSITION</th>
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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 and swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: ________________________________

Printed Name: ________________________________

Title: ________________________________

Date: ________________________________