

REQUEST FOR PROPOSALS

HOUSING AND ECONOMIC DEVELOPMENT PLAN



RFP AA14-GD-4888

SUBMITTED BY THE PROCUREMENT DEPARTMENT, GOODELL
BUILDING

FOR USE BY THE UNIVERSITY AND THE TOWN OF AMHERST

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Section 1 Overview

University of Massachusetts Amherst and Town of Amherst Information and Background

The University of Massachusetts Amherst and the Town of Amherst jointly seek the services of professional planning consultants to guide a shared process to develop a plan for housing and economic development that will benefit both entities and include strategies utilized by successful college towns. The goal is to develop a specific, coherent, systemic approach to future housing and economic development throughout this college town that meets the needs of both parties and that describes the projected benefits and impacts of recommended options.

Amherst, Massachusetts is home to three institutions of higher education: UMass Amherst, and Amherst and Hampshire Colleges, with a total student population of 28,146. UMass Amherst, with 20,728 undergraduate students, has an on-campus housing capacity of approximately 13,000 beds. The remaining students live in rental housing in Amherst and the surrounding towns or commute to school from home. The University has an additional 4,233 graduate students (all figures exclude students enrolled in UMass online degree programs).

As of the 2010 census, Amherst had a population of 37,819 (which includes some, but not all, of the student population) with an increase from 2000-2010 of 8.5%, the greatest increase of any community in Hampshire County. The regional planning agency estimated a 2012 Amherst population of 39,016 while a recent report by the UMass Donahue Institute projected a 2015 population for Amherst of 40,801.

Amherst is a diverse community with 19.6 percent of the population non-white or Latino. Median household income is over \$77,000. However, it is clear from observation and recent studies that demographic trends and Amherst's housing market forces are reducing the diversity of the community, driving out low and moderate income families, elders, and others of modest means. The large number of students and a limited housing supply directly impact the local neighborhoods, with single-family homes increasingly being converted to student rentals. This phenomenon, in turn, raises rental rates and impacts the availability of affordable housing in Amherst. The effect of off-campus student misbehavior by a small percentage of students has the potential to further destabilize neighborhoods.

Since the 1960s, the Town of Amherst has purchased or otherwise permanently preserved over 5,300 acres (30+%) of the Town's land area in the form of critical farmland, wildlife habitat, greenbelt corridors, and other conservation lands. When combined with Town properties and state and institutional land ownership, the result is that more half of Amherst's land area is not taxable. Amherst has relatively progressive zoning, with both significant growth controls in outlying areas and business and center zoning which encourages responsible development. In the last two decades, little new housing has been

built relative to steadily increasing need, although over the past six months, four new projects that provide 181 market rate dwelling units (465 beds), have received permit approvals and are anticipated to become available in 2014-2015. Despite ongoing efforts over a period of decades, Amherst's economy remains highly dependent on the academic industry and only approximately 8% of local property tax revenue comes from non-residential sources. Therefore, economic development and increased town revenues are desired. New initiatives to promote partnerships between local industry and UMass, in combinations with state economic development initiatives focused on Western Massachusetts, could provide new opportunities for local economic development projects associated with the University.

UMass Amherst, which celebrated its sesquicentennial anniversary in 2013, is the flagship campus of the Commonwealth of Massachusetts. The campus spans 1,400 acres (815 acres located in Amherst) and has experienced a building boom in recent years, with new academic and research buildings being constructed, as well as new residential halls housing 1,500 undergraduate students. The University employs approximately 5,500 full-time and part-time workers, increasing the daytime population in Amherst. In 2009, a small growth plan was developed, with the goal of adding 3,000 new students by 2020. The campus is approximately halfway to meeting this goal.

Previous Planning Processes

The Town of Amherst has regularly conducted efforts to plan for its community needs. An important milestone in that process was the 1973 Select Committee on Goals report—Amherst's first real master plan. In 2004, Amherst embarked on a new master planning effort, undertaking a series of preliminary community visioning exercises. In 2005, the Select Board appointed a Comprehensive Planning Committee (CPC) to hire a consultant and conduct the *Planning Amherst Together* process for a new master plan. Aided by the consultant, the CPC conducted an extensive series of large community planning exercises and forums involving well over 1,000 citizen participants, a random community survey, and over 90 public meetings, including various subcommittee meetings. In 2007, the consulting firm presented its draft plan to the CPC, which then spent a year editing and refining that draft plan before submitting a completed draft to the Amherst Planning Board in 2008. The Amherst Planning Board then reviewed the draft and developed a final version of the Master Plan. In October 2009, the Planning Board approved the Land Use Policy Map to accompany the Plan, and in February 2010, the Planning Board approved the current Amherst Master Plan. There was extensive public participation throughout the entire master planning process.

The Town of Amherst and the University of Massachusetts Amherst have engaged in the following community planning exercises and studies relevant to this project:

- Select Committee on Goals (SCOG) Report, 1973 (Link TBD)
- Report of the Regional Commission on Affordable Housing Needs of Academic Communities, January 1990 (Link TBD)

- Building Analysis & Future Growth Study, Applied Geographics & Philip B. Herr Associates, October 2002
(<http://www.amherstma.gov/DocumentCenter/Home/View/385>)
- UMass Landscape Architecture and Regional Planning Report, Defining Village Boundaries, 2004
(<http://www.amherstma.gov/DocumentCenter/Home/View/1945>)
- Amherst Master Plan, February 2010
(<http://www.amherstma.gov/index.aspx?NID=526>)
- Urban Renewal Assessment, Vision and Action Steps for the Gateway Corridor Project, June 2011 (<http://www.amherstma.gov/index.aspx?NID=1215>)
- UMass/Town of Amherst Gateway Transportation Study, 2011-12 (link TBD)
- Amherst Housing Production Plan, March 2013 (<http://ma-amherst3.civicplus.com/DocumentCenter/Index/1248>)
- Amherst Housing Market Study (draft), November 2013 (<http://ma-amherst3.civicplus.com/DocumentCenter/Index/1804>)

In the fall of 2010, the University of Massachusetts Amherst embarked on an ambitious process to create a “culture of planning” and a Campus Master Plan. This process created a shared and supported framework to inform the physical planning decisions campus wide. The purpose of the plan was to ensure that short term decisions were part of a long term vision for the campus, that the look, feel and function of the campus is reciprocal with the academic mission, and finally to create a living process and documentation that can help the campus meet its goals, raise its aspirations and not least, help raise funds. The effort featured extensive public process, which included nearly 200 events lasting over 350 hours with a wide variety of stakeholder groups (administration, faculty, staff and students), existing governance committees and neighbors. The process went from Idea Gathering Sessions, to the testing of Plan Alternatives, the development of a Preferred Alternative, and the final Campus Master Plan. In addition to all of the public meetings, the process featured innovative use of custom online GIS applications that helped engage the broader student body and campus community allowing the Campus Planning department to document their “Likes and Dislikes” about campus as well as providing a unique way to introduce them to the draft Plan and to give feedback through the “Master Plan Explorer”. By taking a systems approach, looking at open space, pedestrian/bike/vehicular circulation, utilities and land use and how they work together to create the whole, the campus developed the mantra that the institution must create a campus, not just build buildings. A set of Guiding Principles form the heart of the Campus Master Plan and provide the framework for continuing to develop a “culture of planning” on campus. The Campus Master Plan is available online at www.umass.edu/cp.

Section II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

A. General Specifications

Together, the University and the Town seek a consultant who will meet the goals outlined below in two strategic areas of focus (Housing and Economic Development), given the following parameters:

- Consistency with Town of Amherst and UMass Master Plans
- Consistency with national best practices in college towns
- Consideration of public safety and quality of life issues
- Inclusion of broad sustainability best practices, goals and objectives
- Consideration of current and future infrastructure needs
- Inclusion of sound transportation and circulation planning
- Consideration of potential for increases in net town revenues
- Consideration of future of higher education model (web-based learning, etc.) for its campus impacts next 10-20 years (i.e. changes to people living on or near campus) and models/trends
- Consideration of the impact on the residential population and character of residential neighborhoods of the Town of Amherst, over the next 10 to 20 years, of proposals in the study.

Area of Focus 1: Housing

Identification of key considerations, criteria, and impacts for a community to use in thinking about housing, zoning, and development projects in a college town.

Identification of specific locations, throughout the community, to consider for re-zoning, development or redevelopment consistent with the Town and/or UMass master plans and national college town best practices:

- On-campus, for development of private student housing for all segments of the student population
- On-campus for new UMass-built housing
- Off-campus, for development of private student housing for all segments of the student population
- Off-campus, for development of private housing for those affiliated with University (faculty, administration, service workers, etc.)
- Off-campus, for development of residential, market-rate housing.

Identification of policies or actions steps, including but not limited to zoning by-laws revisions, that could be implemented:

- By the University, to encourage and support more on-campus housing

- By the Town, to encourage and support optimal housing solutions for students and year round residents
- Shared efforts to pursue optimal housing solutions for students and year-round residents, wherever appropriate

Area of Focus 2: Economic Development

Identification of key considerations, criteria, and impacts for a community to use in thinking about economic development and zoning in a college town.

Identification of various, specific locations throughout the town for the community to consider for economic development projects consistent with the Town and/or UMass master plans and national college town best practices, for:

- Development of UMass R&D spinoffs and state initiatives
- Development of student recreation venues (bowling, live music, etc.)
- Development of retail and service businesses

Identification of policies or action steps, including but not limited to zoning by-law revisions, that could be implemented:

- By the University, to encourage and support off-campus R&D spinoffs, state initiatives, recreation venues and retail
- By the University and the Town, to develop strategies for increased tourism on and off campus
- By the Town, to encourage and support the University’s R&D spinoffs, recreation venues and retail businesses
- By the Town, to attract to Amherst a broad range of new, non-academic residents.

Section III Deliverables

The consultant will provide a written plan that outlines recommendations for specific priority actions (near-term, mid-term, and long-term) by the Town and the University under each of these areas listed under the Scope, to address problems and prioritize strategies. The plan, including an analysis of data and a projection of relative benefits and impacts, will address the objectives with action steps that the Town and the campus can take either singularly or together.

The selected consultant will be expected to proactively facilitate town and university staff, town-gown steering committee, and public participation throughout this process. This will include being fully prepared prior to each meeting, playing a leadership role at all facilitated meetings, ensuring all voices are heard, leading discussion to consensus, documenting the results, and maintaining a trustful and respectful relationships with all participants throughout the process. Responders may propose, based on their experience, the best way to meet these goals, including the number of times—and the most effective

ways—to engage the public in the process.

Copies of preliminary and final draft reports and plans shall be submitted in both hard copy (10 copies each format) and electronically in the form of Word documents, as well as jpegs or pdfs, as needed and appropriate on flash drives. The consultant will revise the draft as needed, based on feedback from the town-gown steering committee and public input, within a time period agreed upon between the consultant and the town-gown steering committee. All maps shall be developed and delivered in formats compatible with the computer mapping systems (ArcGIS) of the Town of Amherst and the University of Massachusetts. All delivered documents, plans, and maps shall thereafter be the property of the Town of Amherst and University of Massachusetts Amherst.

TimeLine

Release of RFP	January 27, 2014
Closing Date for Questions	January 31, 2014 @ 5pm
Posting Responses to Questions	February 5, 2014 @ 5pm
RFP Opening Date	February 14, 2014 @ 2 P.M
Anticipated Award Date	February 28, 2014

Planning and public meetings will take place throughout March and April of 2014, with the preliminary draft plan presented to the town-gown steering committee by April 15 and the final plan presented by May 15. Any change to this timeline must be made with the approval of the University of Massachusetts Amherst and the Town of Amherst, through its representatives on the Town Gown Steering Committee.

Section IV: Questions / Contact Person

All questions from prospective bidders concerning this RFP must be submitted by email or fax by 5 p.m. on January 31, 2014 to the following,

<p>Gary S. Duggan Assistant Director of Procurement University of Massachusetts</p> <p>Fax: (413) 545-1643 Email: gsduggan@admin.umass.edu</p> <p>Reference AA14-GD-4888</p>
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No telephone calls will be entertained. Inquiries received after the specified date and time will not be accepted.

The University will post its response to written questions on its web site at <http://www.umass.edu/procurement/bidsopen.htm> by 5 p.m. on February 5, 2014.

The University will extend the due date by written addendum if such information significantly amends this RFP or makes compliance with the original proposed due date impractical.

Section V: Proposal Opening Date / Time

Bidders shall deliver copies of draft reports and plans in hard copy (1 signed original and 10 copies) and electronically on a flash drive (5 required) to the following address by 2:00 p.m. on February 14, 2014 at which times the bids will be opened and publicly read.

**University of Massachusetts
Procurement Department
407 Goodell Bld. – 140 Hicks Way
Amherst, MA 01003**

Attention: RFP AA14-GD-4888

It is the sole responsibility of the bidder to insure that its proposal is delivered to the Procurement Department in its entirety by the due date and time. Late proposals or proposals delivered to other than the specified location will not be considered, and will be placed, unopened, in the bid file.

Section: VI Proposal Evaluation Criteria

A Selection Committee representing the University and the Town of Amherst will review the proposals and based on the evaluation criteria listed will select the proposal whose product, pricing, services, availability, and references have the most appeal to the University.

The evaluation will include, but will not necessarily be limited to, the following (listed in rank order of importance to the University):

- Quality of the proposal: evidence of understanding the work to be done and a clear, responsive plan for carrying it out. Experience of staff assigned, scope of previous projects of the staff and the firm's qualifications.
- The schedule and time frame proposed.
- References
- Cost of proposal

Section VII: Proposal Rejection

The University reserves the right to reject any or all proposals received in whole or in part if it is deemed such action is in the best interest of The University and the Commonwealth of Massachusetts.

Section VIII: On-Site Presentations

Bidders may be selected as finalists to make on-site presentations or engage in a phone interview. In addition to their presentations, finalists may be asked to respond to questions and the finalists will also have an opportunity to ask questions.

Information received in these presentations becomes part of the vendor's proposal and are binding. Decisions regarding presentations rest entirely with the University; it is under no obligation to conduct such with every vendor that submits a proposal. Please note that these presentations will be conducted starting the week of **February 24, 2014** at the University Of Massachusetts Amherst Campus. If a vendor is required to make a presentation, they will be notified of the date and location of the presentation by **February 20, 2014**. A vendor's failure to attend the presentation may be grounds for the University to reject their bid.

Section IX: General Requirements:

1. RECORDKEEPING, AUDITS & INSPECTION OF RECORDS:

The Contractor shall maintain books, records, documents, and other compilations of data pertaining to the requirements of the contract to the extent and in such detail as shall properly substantiate claims for payment under the contract. All such records shall be kept for a period of six (6) years. All retention periods start on the first day after final payment under this contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of date of the Contractor which pertain to the provisions and requirements of this contract. Such access shall include on-site audits, review, and copying of records. Contractors providing services over \$10,000 within a twelve (12) month period to the University hereby consent to grant the Federal Controller General or HHS or their agents access to the Contractor's books, documents or records as per the Omnibus Reconciliation Act of 1980.

Nondiscrimination in Employment and Affirmative Action: The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990; and Massachusetts General Law, Chapter 151B.

2. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the University of Massachusetts, the Town of Amherst, and agents and employees of both entities from and against all claims, for infringement of any United State Patent, or damages, losses, and expenses

including attorney fees arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, good, or equipment, as required by the Request for Bid, including but not limited to claims regarding defects in materials, good, or equipment, which is caused in whole or in part by any breach of contract, or omission of the successful proposer(s), any subcontractor(s), or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

3. CONFLICT OF INTEREST:

The University of Massachusetts may by written notice to the bidder, terminate the right of the bidder to proceed under the agreement if the University determines that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the bidder, or agency or representative of the bidder, to any officer or employee of the University with a view towards securing the agreement or securing favorable treatment with respect to the awarding or amending of the making of any determinations with respect to the agreement and as set forth in Massachusetts General Law, Chapter 268A

4. GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

5. CERTIFICATION OF TAX STATUS:

Pursuant to Massachusetts General Law, Chapter 62C, Section 49A, the bidder certifies under penalties of perjury that to the best of the bidder's knowledge and belief, they have filed all state tax returns and paid all state taxes required by law.

6. CERTIFICATION OF NON-COLLUSION:

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), the bidder certifies under penalties of perjury that their bid is in all respects bonafide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

7. RELEASE OF INFORMATION:

No vendor may distribute any announcements or news releases regarding this project without the written approval of the University.

8. CONFIDENTIALITY:

Once the bids have opened they become public information. Proprietary data, properly identified by the vendor, will be held in strictest confidence where there is no violation of public disclosure laws in compliance with the Public Information Act. Vendors must mark or identify in their bid response, areas that they request be held confidential and the University shall take all such requests under advisement but offers no guarantees that information will be considered as such.

9. DATA SECURITY AND BREACH NOTIFICATION

The Vendor shall protect data and information provided by the University to Vendor (“University data”) to commercially acceptable standards and no less rigorously than it protects its own confidential information.

The Vendor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of University data.

The Vendor will not provide any University data to any Sub-contractor or agent without the prior express written permission of the University or as otherwise provided under the agreement.

Vendor returns University data, and does not retain a copy, to the University upon termination, cancellation, expiration, or other conclusion of the agreement, unless the University requests that the data be destroyed.

The Vendor shall retain any University data only as long as needed for the specified purpose and to securely dispose of any University data when there is no longer a business need to retain that data.

The Vendor agrees to notify the University immediately if any breach of the security, confidentiality, or integrity of University data occurs; assist the University in any subsequent investigation and notification processes; and to otherwise comply with all applicable Massachusetts and federal laws and regulations regarding data security and breach notifications, such as M.G.L. c. 93H and the Health Information Technology for Economic and Clinical Health Act (HITECH Act).

10. PUBLIC INFORMATION

All proposals and related documents submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G.L. Chapter 66, Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the proposal response that are inconsistent with those statutes will be disregarded.

11. COST TO SUBMIT / PRESENT PROPOSAL

The University and the Town of Amherst are not responsible for any expenses that may be incurred by any bidder to prepare, submit or present proposals.

12. UNIVERSITY CONTRACT FOR SERVICES:

The successful company will be required to sign the University’s standard Contract for Services which can be viewed at:

http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf

If the company takes exception to any of the contract terms and conditions

contained therein, note it as an exception in the proposal response, referencing the section and item number and giving a complete explanation for the exception. The University reserves the right to use any such exception as grounds for rejection of the proposal.

13. BIDDER’S EXCEPTION TO CONTRACT TERMS & CONDITIONS:

If bidder takes exception to any of the contract terms and conditions contained herein, it must be so noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

14. OWNERSHIP OF CUSTOM WORK

Any custom work developed or furnished by the successful proposer during the contract term on behalf of the University shall become the exclusive property of the University. At the conclusion of the contract, the successful bidder shall have sixty (60) days to surrender all custom work and documentation of that work to the University.

Section X: References

List three current customers with similar requirements as those of the University and the Town of Amherst whom they may contact for reference purposes, including the company name, contact person, telephone number and years of service with the organization. By submitting this information, the bidder authorizes members of the selection committee to contact these clients, and other sources, for purposes consistent with the review of this bid.

	Company Name	Contact Person	Years of Service	Telephone #
1				
2				
3				

Section XI: Cost of Proposals

The Town of Amherst and the University have each committed \$30,000 to this effort, **providing a total of \$60,000 for the project.** The total fee proposal shall include the cost of all actions and materials related to the project. The University and Town of Amherst cannot exceed this budget.

An authorized representative must sign below to signify that he/she is authorized to present this proposal for the vendor:

Signature: _____
Email Address: _____
Print Name: _____
Title: _____
Telephone: _____ Fax No: _____