

TOWN OF NATICK MASSACHUSETTS

FINAL

TO: Natick Select Board
James Errickson, Town Administrator
Jon Marshall, Deputy Town Administrator - Operations

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: April 28, 2022

**SUBJECT: CONTRACT AWARD/
NATICK CENTER CULTURAL DISTRICT MANAGEMENT SERVICES**

On April 25, 2022, sealed price and non-price proposals were received in accordance with M.G.L. c. 30B, sec. 6 for the procurement of Natick Center Cultural District Management Services. Proposals were received from one (1) proposer (See attached.)

The most advantageous proposal, taking into account price and all other non-price criteria, was submitted by Natick Center Associates, Inc. It submitted a price of \$90,000.00 to provide the services for an initial one (1)-year term. Two (2) additional one (1)-year options remain available for later exercise. The same rate would apply to such potential option years. We recommend that the Natick Select Board award the contract to Natick Center Associates, Inc. for the complete main work for the initial one (1)-year term, as provided for in the Town's Request for Proposals (RFP). The amount of the award will be for \$90,000.00, as provided for in Natick Center Associates, Inc.'s price proposal. We have reviewed the proposals received and have checked the qualifications of Natick Center Associates, Inc., and have determined it to be a responsible and eligible proposer.

Please advise if you have any questions or require additional information.

Proposals Received:	04/25/2022
Newspaper Advertisement (<u>Metrowest Daily News</u>):	03/18/2022
Website Posting:	03/10/2022
Town Hall Postings:	03/10/2022
Goods and Services Bulletin:	03/21/2022
COMMBUYS Posting:	03/10/2022

Funding: \$90,000/Natick Center/Select Board Line Item

Proposals Received: See attached.

Town of Natick

Registry of Proposers

RFP: Natick Center Cultural District Management Services

Date & Time: April 25, 2022, 9:00 A.M. EDT

[illegible]

4/25/22

Town of Natick, Massachusetts
Contract for Consulting Services for the Promotion of the Natick Center Cultural
District in the Town of Natick

This Contract is made this eighteenth day of May, 2022, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the "Town of Natick," or "the Town") and Natick Center Associates, Inc., a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 8 Court Street, Natick, MA 01760 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide consulting services for the promotion of the Natick Center Cultural District in the Town of Natick, as set forth in the Request for Proposals for Consulting Services for the Promotion of the Natick Center Cultural District in the Town of Natick ("RFP"), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)

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Fourth Priority: RFP
Fifth Priority: Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or ratification by the Town of any breach hereof by the Contractor.

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6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance – DELETED/NOT APPLICABLE.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$1,000,000 aggregate, which shall be following form, providing

Town of Natick, Massachusetts
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coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

Town of Natick, Massachusetts
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The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

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DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town

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shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefore, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for

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the Contract term.

- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

- . Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: James Errickson, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: Karis L. North, Esq.
Office of the Town Counsel
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: Arthur B. Fair, III, President
Natick Center Associates, Inc.
8 Court Street,
Natick, MA 01760.

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21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

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- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

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- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left blank.)

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Contract for Consulting Services for the Promotion of the Natick Center Cultural
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The Town of Natick, Massachusetts

Natick Center Associates, Inc.

by: the Natick Select Board

by:

Paul R. Joseph, Chair

Signature

Michael J. Hickey, Jr., Vice Chair

Printed Name

Bruce T. Evans, Clerk

Printed Title

Kathryn M. Coughlin

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

Michelle Laramée
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.
Office of the Town Counsel

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 __, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

Natick Center Associates, Inc.
8 Court Street
Natick, MA. 01760
508-650-8848

April 8, 2022

Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760

To Whom It May Concern,

Please find enclosed the RFP: Program Management and Related Services for the Natick Center Cultural District – Price Proposal.

This proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

Should you have any questions, please feel free to contact me.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arthur B. Fair III', written over a horizontal line.

Arthur B. Fair III
President

**ATTACHMENT A
TOWN OF NATICK
(2 pages)**

The undersigned Proposer hereby submits a price proposal to provide consulting services for the promotion of the Natick Center Cultural District in the Town of Natick.

Printed Name of Proposer:

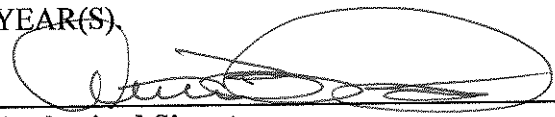
Natick Center Associates

Address: 8 Court Street, Natick, MA 01760

The PROPOSER acknowledges receipt of addenda numbers none. Please list all addenda separately (i.e., 1, 2, 3 etc. and NOT 1-3, etc).

The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

TOTAL PRICE: Ninety Thousand DOLLARS AND zero CENTS
(\$ 90,000) FOR A ONE (1)-YEAR TERM. ANY RENEWAL, IF AT ALL AND AT THE
TOWN'S SOLE DISCRETION, WOULD BE AT THE SAME RATE FOR ANY AND ALL OPTION
YEAR(S).


Authorized Signature

Arthur B. Fair, III

Printed Name

President

Printed Title

4/7/2022
Date

Officers of Corporation

Corporation Applying for Contract:

Natick Center Associates, Inc.
8 Court Street
Natick, MA 01760
508-650-8848

Officers of Corporation:

Arthur B. Fair III (Executive Committee)
President
Fair & Yeager Insurance Agency

Virginia McEachern (Executive Committee)
Vice-President
Five Crows Gallery & Handcrafted Gifts, Studios @ 3 Adams St.

Greg Kennedy (Executive Committee)
Treasurer
MutualOne Bank, Sr. VP of Retail Banking

Steve Levinsky (Executive Committee)
Clerk
Studios @ 3 Adams St.

Executive Committee:

Arthur B. Fair III (Executive Committee)
President
Fair & Yeager Insurance Agency

Virginia McEachern (Executive Committee)
Vice-President
Five Crows Gallery & Handcrafted Gifts, Studios @ 3 Adams St.

Greg Kennedy (Executive Committee)
Treasurer
MutualOne Bank

Steve Levinsky (Executive Committee)
Clerk

Amanda Loomis
Director
Natick Director - Community & Economic Development

David Lavalley
Director
The Center for Arts in Natick

Mike McAuliffe
Director
Middlesex Savings Bank

Karen Partanen
Director
Natick Recreation and Parks Dept.

Betty C. Scott
Director
The Frame Shop & Gallery

Avigail Shimshoni
Director
Natick Design Review Board

Gary Stucchi
Director
Stucchi Jewelers

*Select Board Member Liaison, Paul Joseph

Natick Center Associates, Inc.
8 Court Street
Natick, MA. 01760
508-650-8848

April 8, 2022

Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760

To Whom It May Concern,

Please find enclosed the RFP: Program Management and Related Services for the Natick Center Cultural District – Non-Price Proposal.

This proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

Should you have any questions, please feel free to contact me.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Arthur B. Fair III', with a large, stylized loop at the end.

Arthur B. Fair III
President

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Scope of Services

Overview of Natick Center Associates (NCA):

For over 26 years, Natick Center Associates, Inc. (NCA) has worked in partnership with the Town of Natick and committed NCA members to cultivate a lively and diverse downtown neighborhood by enhancing the cultural, economic, and social life of our community. NCA's private-public partnership represents innovative cultural voices from merchants and property owners to arts and cultural organizations, local artists, and concerned citizens. Together we work to build capacity for cultural programming and creative spaces, and to foster creative partnerships, pivotal to the continued renaissance of Natick Center.

Natick Center Associates will:

Facilitate timely communication through our website, Facebook, Twitter, Instagram, LinkedIn, and NCCD monthly e-newsletter.

Attract and retain desirable shops, services and restaurants, thereby increasing the value and charm of Natick Center.

Foster our working relationships with the Town of Natick, the Massachusetts Cultural Council, State legislators, and other Cultural Districts.

Promote NCCD and local merchants through the Website Member Listing, Merchants Council, print advertising campaigns like the MetroWest Visitors Bureau Guide, Natick Nights, Small Business Saturday, and the Downtown Street Banner Program.

Speak up in the best interest of Natick Center businesses, including active participation in the Strategic Planning Committee and Economic Development Committee.

Offer members exclusive privileges such as partnering with NHS to promote their community service, offering free help to merchants, NCA Member window decals, Shopping and Dining Guide, Passport Parking information, Grant assistance, Members' specials promotions, after-hours gatherings, downtown flower program and participation in **all** the NCCD led events to members.

NCA's dedicated leaders and volunteers have an accomplished history of working for the revitalization that characterizes Natick Center's thriving downtown and exceptional quality of life. Our vision is to be a cultural hub of MetroWest serving as a regional destination for arts, culture, dining, shopping, business, special events, and community gatherings for residents and visitors alike.

**Staff management and oversight of the Natick Center Cultural District
Programming and Events Committee:**

Natick Center Associates will perform the necessary services to fulfill the Commonwealth's requirements, guidelines and objectives for Cultural District designation and provide the requisite staff management and oversight of the Natick Center Cultural District Programming and Events Committee through:

Board and Executive Committee oversight – NCA has a long-standing and vibrant Board of Directors (names and positions attached).

Staff Support – NCA has hired and budgeted for an Executive Director, NCCD Business Liaison, Bookkeeper, and a new Event Support position and Farmers Market Manager (responsibilities, resumes and work samples attached).

Sound planning and crisp execution – Attached are:

- 2016-2019 Strategic Plan and 2021 Updated Strategic Plan
- 2021 Annual Report (FY '22/23)
- 2022 (FY '23) Priorities
- FY '22/23 budget
- Natick Center Creative Placemaking Strategic Plan
- MDI Natick Center Wayfinding Report

Broad community involvement - The Natick Center Cultural District Programming and Events Committee generally meets quarterly and shall include at least one (1) representative of a cultural organization (i.e., non-profit) located within the Cultural District. There are 10 organizations regularly submitting events and programs to the NCCD calendar published on NatickCenter.org. NCA staff will attend and support the committee.

Grants – NCA will pursue grants and other funding sources in support of its activities, including on behalf of the Programming Committee. NCA has been successful in applying for and receiving funding from State government, foundations and organizations.

Reporting – NCA will provide quarterly reports (October 1st, January 1st, April 1st and July 1st) regarding the use of Town funds. And will present a Yearly Report to the Select Board in January of each year. Attached is the NCCD/NCA annual report summary for 2021 (FY '22). NCA secures an audit each year from an external certified public accounting firm and complies with the IRS requirements for our 501(c)3 status.

Expectations of support from the Town of Natick – NCA expects that the Board of Selectmen, potentially through the Town Administrator, appoint a standing representative to the Programming and Events Committee. In addition, NCA expects the Town to assist in a timely

manner complying with application and reporting requirements of the Commonwealth. NCA and the Town of Natick (by vote of the Board of Selectmen) have entered into a memorandum of understanding (on file with the Board of Selectmen's office).

Legal proceedings – NCA has not and is currently not engaged nor aware of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services.

Natick Center Cultural District

Strategic Plan 2015 - 2020



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I. INTRODUCTION

Natick is our home and Natick Center is the place where we come together as a community. Natick Center is the heart of our town, where residents and visitors gather for shopping, dining, events, and connecting with each other.

With the state designation in 2012 of the Natick Center Cultural District (NCCD), the stage was set for us to capitalize on our numerous cultural offerings and cultural anchors: The Center for the Arts in Natick (TCAN), the Morse Institute Library, the Town Common, and cultural partners like Walnut Hill School for the Arts.

The NCCD Advisory Board launched the strategic planning effort by selecting the non-profit consultants, Carlisle & Company, in the fall of 2013. The formal contract was written between Carlisle & Company and Natick Center Associates (NCA). Funding from the Massachusetts Cultural Council and the MetroWest Visitors Bureau was combined for this purpose.

This plan builds on previous Natick planning efforts (notably Natick 360 and Natick Center Forward) and incorporates perspectives from a Strategic Planning Committee made up of diverse downtown stakeholders representing the public, private, non-profit and cultural sectors (see attached list of members). Meeting from January, 2014 through March, 2015, we considered how to make Natick Center a more lively and diverse neighborhood and an attractive regional cultural destination.

This plan is a strategic document. We encourage cultural activities and development efforts that are consistent with our goals, but trust that artists, business owners and landlords will balance their own needs and interests with what is best for Natick Center and the community as a whole.

Mission Statement:

The NCCD's mission is to cultivate a lively and diverse downtown neighborhood by enhancing the cultural, economic and social life of our community. We are led by an innovative partnership of public, private, non-profit and cultural voices.

Vision:

Natick Center will be a cultural hub of MetroWest, serving as a regional destination for arts, culture, dining, shopping, business, special events, and community gatherings for residents and visitors alike.

Values Statement:

We believe that supporting arts and culture is pivotal to creating a sustainable economic engine in Natick Center, and that the success of the Natick Center Cultural District will improve the downtown area for everyone's benefit. We value high quality and excellence in everything that we do, an honest and respectful exchange of ideas, teamwork and collaboration among differing stakeholders, and a respect for the diversity of perspectives that makes our town vibrant.



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Operating Principles:

Collaborative decision-making, programming and event planning is integral to our mission and to our success. The Natick Center Cultural District is governed by Natick Center Associates, Inc., a non-profit, public/private partnership with over 40 years of history working for downtown revitalization. Natick Center Associates and the Town of Natick are mutually responsible for the successful achievement of NCCD goals and compliance with Massachusetts Cultural Council's Cultural Districts Initiative requirements. NCA's Executive Committee, which includes Town, downtown business and cultural representatives, is responsible for working with the NCA Executive Director to achieve the District's goals. NCA's Programming and Events Committee is responsible for implementing cultural programming in the Cultural District.

Decision-Making Process:

- NCA and the Town of Natick will work in a public-private partnership to assure the success of the Cultural District
- The Town of Natick will work closely with NCA to support local businesses that are the foundation of our sustainable local economy
- Decisions regarding the growth and development of the downtown will remain with elected officials and the Town of Natick professional staff
- NCA should be aware of, coordinate and collaborate with any planned redevelopment, any proposed or planned repurposing of buildings, or changing of business ownership within the District

Why a Cultural District?

Investing in a robust Cultural District brings more foot traffic to the downtown and keeps dollars spent in the local economy, ultimately resulting in more tax revenue and jobs created. A vibrant cultural community with opportunities for expansion attracts new artists, cultural organizations and businesses, improving quality of life and making communities more attractive for the benefit of residents and visitors alike.

More than 8,000 arts and cultural nonprofits in Massachusetts, which employ 27,100 people, spend \$2.1 billion annually and generate another \$2.5 billion of economic activity across the state, according to a study of the impact of the creative sector by the Boston-based New England Foundation for the Arts (NEFA).

NEFA's 2011 report noted that the creative sector has a major impact on the larger economy and is "a steady, reliable industry, less subject to the cyclical ups and downs of the overall economy than the average New England business."



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What Do We Mean by “Culture?”

When we refer to “culture” in Natick, we intend it to cover the instruction, creation, performance and exhibition by artistic and cultural industries, organizations, and individuals. These cultural activities include: visual arts and crafts; music, dance and theater; film, media, and entertainment; history and architecture; writing and publishing; advertising and marketing; graphic and interior design, as well as activities of a cultural nature occurring in public or private spaces. Finally, we consider community gatherings such as the farmer’s market and Natick Days to be an integral part of Natick’s “culture.”

What Do We Mean by “Cultural Anchor?”

A cultural anchor is a cultural organization within the District that attracts large numbers of regional visitors from outside Natick, around MetroWest, and as far as Boston. Because they have large audiences, anchors should be included in NCCD marketing and fundraising materials. For their part, anchors can leverage their mailing lists and facilities, and help in other ways to shed more light on varied cultural and entertainment offerings in Town. This kind of partnership will only work, however, if it benefits all partners. The Center for the Arts in Natick (TCAN) and the Morse Institute Library are cultural anchors for the Cultural District. Walnut Hill School for the Arts, which is located outside the Cultural District, is a cultural partner.

Strategic Goals:

The Strategic Planning Committee has identified four Pillars of the Cultural District which sustain the District and represent our strategic goals. *These goals are interdependent and connected.*

Pillar One: Culture - Increase Capacity for Arts and Cultural Development

NCCD will increase its capacity to develop programs, events, creative spaces, and partnerships that will sustain and support Natick Center’s cultural growth.

Pillar Two: Community/Social: Enhance Natick Center as a Community Gathering Place

NCCD will be a popular destination where residents and visitors gather to experience arts and culture and connect as a community.

Pillar Three – Economic Development: Foster Economic Development in Natick Center and the Community Overall

NCCD will create a sustainable economic engine that increases foot traffic and dollars spent in downtown businesses and the town as a whole.

Pillar Four – Governance/Sustainability: Ensure the Long-Term Stability and Success of the Cultural District

NCCD will become the keystone to maintain an alliance of landlords, merchants, artists, and the Town of Natick with a focus on building a sustainable and vital Natick Center



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