

TOWN OF SUDBURY

REQUEST FOR PROPOSALS

For the

Disposition of Real Property
(Former Police Station)

At 415 Boston Post Road
Parcel ID: K08-0006
Sudbury, MA 01776

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INTRODUCTION

The Town of Sudbury will receive sealed proposals for the sale of a building and land located at 415 Boston Post Road, Sudbury, MA, as further described herein. The Request for Proposals (“RFP”) packets shall be available at the Facilities Department, at the DPW Building, 275 Old Lancaster Road, Sudbury, MA as of October 5, 2016, or by email at kellyj@sudbury.ma.us, and will be posted on the Town of Sudbury Website: www.sudbury.ma.us.

All proposals require a refundable deposit in the form of a certified check or money order made payable to the Town of Sudbury in the amount of five percent of the proposed purchase price. Deposits of proposers not selected shall be refunded. All proposals must be in a sealed envelope or package and be submitted to the Town Manager’s Office, Flynn Building, 278 Old Sudbury Road, no later than 2:00 P.M. on Monday, November 7, 2016. All proposals must be complete and in compliance with the submission requirements outlined in the Request for Proposals (RFP).

The Town of Sudbury reserves the right to reject any and all proposals that do not meet the requirements set forth in the RFP or that are not in the best interests of the Town or to cancel this disposition of real property.

SUBMISSION REQUIREMENTS

All proposals must be submitted in a sealed envelope and/or package clearly labeled with the following three items:

1. Title: PROPOSAL FOR DISPOSITION OF REAL PROPERTY
Sudbury, MA
415 Boston Post Road
MAP DESCRIPTION:
Parcel ID: K08-0006

2. From: NAME AND ADDRESS OF PROPOSER

3. To: Town of Sudbury
Melissa Murphy-Rodrigues, Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

The Submission Deadline is:

2:00 P.M. (Local time)
Monday, November 7, 2016
Town Manager's Office Flynn Building
278 Old Sudbury Road Sudbury, MA 01776

Timely delivery of a proposal at the location designated shall be the responsibility solely of the Proposer. Proposals received after this time will not be considered. The Town assumes no responsibility for delivery made or attempted to be made outside of regular business hours. The Town will not accept a bid delivered by telephonic, electronic or facsimile means.

All proposals must contain the following:

- A. Description of Proposer
- B. Address of Proposer
- C. Authorization to Submit Proposal (if applicable) (See Exhibit C)
- D. Certified Check for five percent of Proposal Price as deposit
- E. Written and Numerical Statement of Proposal Price
- F. Certificate of Non Collusion (See Exhibit A)
- G. MGL Chapter 62C sec 49A Cert of Tax Compliance (See Exhibit B)
- H. Certificate of Authority (See Exhibit D)
- I. MGL Chapter 7C sec 38 Disclosure of Beneficial Interest (See Exhibit E)
- J. Submission of Highest and Best Use Narrative & Price Proposal

CONTRACT TERMS AND CONDITIONS

The following terms and conditions will apply to the sale of the property described within this Request for Proposals:

1. The sale of the property is subject to review and recommendation by the Town Manager and by an evaluation committee consisting of Town officials. The sale of the property is subject to the provisions of G.L. Chapter 30B and any/all other applicable state/local provisions. The Sudbury Board of Selectmen must approve the disposition of the property.
2. The selected Buyer must execute a Purchase and Sale Agreement with the Town of Sudbury in substantially the same form as is attached hereto as Exhibit F within thirty days of notice by the Town of the award to the selected Buyer. An additional fifteen percent deposit (20% total deposit amount) must be submitted to the Town at the time of execution of the Purchase and Sales Agreement. The Town reserves the right to waive or extend this deadline as it sees fit.
3. The selected Buyer must purchase the property in accordance with the terms and conditions of the Purchase and Sale Agreement.
4. The selected Buyer agrees to buy the property "AS IS" and agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases, or any other requirements necessary to use or develop the property. The Buyer shall be solely responsible at its sole cost and expense for its own inspection of and due diligence on the property.
5. No real estate broker's commission shall be paid by the Town. Any proposer using the services of a real estate broker in connection with this RFP shall be solely responsible for the payment of any commission, fee or other expense to such broker. The Proposer shall indemnify and hold harmless the Town from any claims for such commission, fee or other expense of any real estate broker.

MUNICIPAL PROPERTY OVERVIEW

PROPERTY DESCRIPTION

The property is located at 415 Boston Post Road. The lot is 27,443 square feet (.63 acres). The structure is a one story concrete block building with 6,249 square feet of gross floor area. Additional building information is contained in Attachments A, B and C.

CONDITION OF PROPERTY

The property for disposition is available "AS IS" and the Town of Sudbury will not make any improvements or changes to the property as a condition of sale. Conveyance to the successful Proposer shall be subject to all restrictions and conditions of record, insofar as they may be in force and applicable to said parcel and are subject to the Town of Sudbury Zoning By Law.

SITE INSPECTION/DUE DILIGENCE

A formal walk-through of the building will take place on Wednesday, October 19, 2016, at 10:00 a.m. followed by a pre-proposal conference for the consideration of questions from prospective purchasers.

The Town of Sudbury makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP. The proposer assumes all risk in connection with the use of the information, and releases the Town from any liability in connection with the use of the information provided by the Town. Further, the Town makes no representation or warranty with respect to the Property, including without limitation, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property. The Property will be sold in "AS-IS" condition.

Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the property, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the property and any proposed use. All costs and expenses of purchasing and developing the property, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

M.G.L. CHAPTER 21E

The Town of Sudbury has not undertaken a full M.G.L. Chapter 21E study for the property. The property has been used as a municipal building. However, the Town does not warrant that any land parcel available for disposition is free and clear of any contamination as defined by Chapter 21E. Proposer will assume all costs and responsibilities for any contamination and will hold the Town harmless for any costs to remediate the property of any contamination.

SUBDIVISION/PERMITS/APPROVALS

All costs and responsibilities for obtaining any necessary or desired subdivision approval, zoning, and/or site plan approval, and releases for any easements, covenants, or any other restrictions that may be present on the property will be the responsibility of the Buyer including but not limited to any municipal, state or federal provisions.

PERMITTING CONTINGENCY

The selected Proposer's obligation to consummate the purchase of the property shall be contingent upon the Proposer obtaining all permits and other authorizations necessary in order to develop the property as proposed (collectively, the "Permits"). Upon notification of being selected, the Proposer and the Town shall promptly negotiate in good faith a project development schedule that shall include a timeline for the developer to apply for and receive all Permits and to commence construction. In the event that the selected Proposer fails to meet the agreed upon deadlines (as may be extended by mutual agreement) to receive the Permits, the Town and the selected Proposer shall each have the right to terminate the Purchase and Sale Agreement for the property. In the event of such termination, the Town shall have the right to select the next highest ranked proposer.

ZONING

Allowed uses will be according to the Town of Sudbury Zoning By-Law. Any proposed use of the property shall be in compliance with the applicable Zoning District. The Premises are zoned partially as "Limited Business District" and partially Residential; these zoning classifications do not support all potential uses.

QUESTIONS

Proposers may submit requests for clarification and any questions about information contained in this RFP in writing and addressed to: Town Manager's Office, Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776, or by email to rodriguesm@sudbury.ma.us. Proposers are requested to forward questions early in the procurement process and no later than October 28, 2016.

The name, address, telephone number and e-mail address of the person requesting the information must be provided by the Proposer. Answers to all questions of a substantive nature shall be provided in writing to all proposers. The Town will issue an addendum to this RFP to address the written questions submitted by the aforementioned deadline. Only answers provided by the Town in writing may be relied upon by the proposers.

REQUESTS FOR ADDITIONAL INFORMATION

The Town reserves the right to request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal, and may request proposers to appear before the awarding authority at a public meeting to make presentations or answer questions concerning their proposals.

Minimum Evaluation Criteria

All Proposers must include the following components in their respective Proposals in order to be considered for review to meet the minimum criteria to be considered acceptable for this property sale.

1. The Proposer must have experience in a minimum of three projects over the past three years in the area of property development; any and all property development that the Proposer has been involved in over the past three years must be included, or the Proposer must be an established business owner with demonstrated ability to renovate/construct/reconstruct real estate property and commercial space.
2. The Proposer must demonstrate and verify that it is in good financial standing by providing certified financial statements and/or previous audit and such other related verification as is required.
3. If the Proposer is an out-of-state corporation they must be licensed to do business in Massachusetts and have a resident agent documented in the proposal.
4. The Proposer must be able to close on the property within 10 days of receipt of Permits.
5. The Proposer must have cash or pre-approval for full funding of the purchase price. Financing shall not be a contingency of the sale.

COMPARATIVE EVALUATION CRITERIA

THE BEST USE NARRATIVE: The Town of Sudbury is looking for a detailed narrative of the Proposer's vision of the proposed use of this site, in particular utilizing municipal information, and the proposal that provides the highest tax revenue to the Town; the least impact on town services; and compliance with the applicable zoning and other Town by-laws. This narrative should not be more than five pages with appropriate attachments documenting in detail the Proposer's plan for implementation and development of this site.

Impacts that should be described in writing, in detail by the Proposer that will be evaluated include but are not limited to: volume and type of traffic generated, noise levels, hours of operation, clear explanation and measurement of any environmental impacts on air, land and/or water, quality of life, and visual impacts.

The Town will include the following criteria in evaluating proposals. Each criteria response to be included in the narrative will be judged on a scale of 1-25 with a maximum of 25 points per criterion provided:

1. Description of proposed project noting the added economic enhancement and benefits to the Town of Sudbury, including anticipated tax revenue, and benefits to the surrounding business area; inclusion of a fiscal impact analysis is encouraged.
2. Any improvements that the proposal would make to the quality of life of the residents of Sudbury.
3. Proof of successful present or past performance working in the area of real estate development and/or facility development/operation.

***Note:** The narrative will constitute 35% of the Town's decision in order to determine the most highly advantageous Proposer.

Ranking:

- A. Highly Advantageous: Provides substantial expected benefits in accordance with Town's criteria with extensive supportive documentation regarding best use analysis.
25 points
- B. Advantageous: Provides significant expected benefits in accordance with the Town's criteria with appropriate supportive documentation regarding best use analysis.
15 points
- C. Acceptable: Provides some expected benefits in accordance with the Town's criteria with only limited supportive documentation regarding best use analysis.
8 points
- D. Disadvantageous: Provides few, if any benefits in accordance with the Town's criteria with minimal supportive documentation regarding best use analysis.
0 points

COMPARATIVE EVALUATION CRITERIA: PRICE PROPOSAL

The Proposer must submit a price proposal based on all of the information included in this application. The Town will weigh the price proposal on the following scale:

- A. Highly advantageous: Substantially highest price
50 points
- B. Advantageous: Significantly higher price within 50-75% of highest price
30 points
- C. Acceptable: Moderately higher price within 25-50% of highest price
10 points
- D. Disadvantageous: Lowest price
1 point

Rule for award:

The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the Request for Proposals

MISCELLANEOUS

AMENDMENTS/MODIFICATIONS TO PROPOSALS

The Proposer may, at any time prior to the deadline for submission of the Proposals, amend or modify their Proposal by submitting their amendment/modification to the address specified in the RFP, in a sealed envelope/package containing the amendment/modification and clearly marked with the following:

1. Title: PROPOSAL FOR DISPOSITION OF REAL PROPERTY (Amendment)
Sudbury, MA
415 Boston Post Road
MAP DESCRIPTION:
Parcel ID: K08-0006

2. From: NAME AND ADDRESS OF PROPOSER

3. To: Town of Sudbury
Melissa Murphy-Rodrigues, Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

All proposals, including the price stated therein, submitted in response to this Request for Proposals must remain firm for **one hundred and twenty days** following the bid opening.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw its Proposal at any time prior to deadline established in this RFP. Any Proposer wishing to withdraw a Proposal must provide a written authorization and/or acknowledgment that they are withdrawing their Proposal and that the Town of Sudbury is held harmless from any responsibility as a result of the Proposal withdrawal.

REJECTION OF PROPOSAL

The Town reserves the right to reject any / or all Proposals that do not meet the submission requirements or evaluation criteria contained in the RFP or that are not in the best interests of the Town.

ADDENDA

Any changes to the terms for this RFP shall be made in the form of an Addendum to the RFP which will be forwarded to those who received a copy of the RFP by e-mail notification. The Town will not be notifying anyone who received a copy of the Request for Proposals from anyone other than the originator. If it is impossible to notify all parties who received an RFP

from the Town Manager's Office of an Addendum prior to the deadline for submission, the Town reserves the right to extend the deadline for submission through proper notice.

SITE VISIT

The Town will conduct a site visit on Wednesday, October 19, 2016 at 10:00 a.m.

SUMMARY OF RFP SCHEDULE

Activity	Date
Post in Central Register	Wednesday, October 5, 2016
Advertise in local newspaper	Thursday, October 13, 2016 Thursday, October 20, 2016
Site Visit	Wednesday, October 19, 2016 at 10:00 a.m.
Submission Deadline and Opening of Proposals	Thursday, November 7, 2016 at 2:00 p.m.

TOWN'S RIGHT TO REJECT PROPOSALS AND/OR CANCEL DISPOSITION

The Town of Sudbury reserves the right to reject any and all proposals that do not meet the requirements set forth in the RFP or that are not in the best interests of the Town or to cancel this disposition of real property.

EVALUATION AND DECISION MAKING PROCEDURES

The proposals will be opened publicly on Monday, November 7, 2:00 p.m., at the Flynn Building, Silva Conference Room, 278 Old Sudbury Road. The Town will review the proposals. Following the review, the most advantageous proposal will be recommended to the Board of Selectmen for Award. After the review of the proposal recommendation and a compliance check in conjunction with other Departments, the Board of Selectmen may issue a Notice of Award to the successful proposer. The Town of Sudbury reserves the right to reject any and all proposals that do not meet the requirements set forth in the RFP or that are not in the best interests of the Town or to cancel this disposition of real property.

PRICE PROPOSAL FORM

In accordance with the information, terms and conditions attached hereto, I (We) hereby offer to purchase from the Town of Sudbury the property identified as:

**An approximate .63 acre parcel and building in the Town of Sudbury,
MA 415 Boston Post Road
Sudbury, MA 01776
Parcel ID: K08-0006**

For the sum of:

\$ _____

Offer Written: _____
Dollars

This proposal shall remain firm for **one hundred and twenty days** following the date of the bid opening. Attached hereto is a certified check or money order drawn on a banking institution licensed in the Commonwealth of Massachusetts in an amount equal to five percent of the above offer which shall serve as surety for the faithful performance of this disposition of property from the Town of Sudbury. This sum shall be forfeited to the Town of Sudbury if selected bidder does not execute a purchase and sale agreement as required herein. Bid deposits of parties not selected will be returned.

Signature of Proposer _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Telephone # _____

E-mail address: _____

NOTE: If a partnership, corporation or limited liability company, list all partners, officers, members, etc. of the entity and include a sealed corporate vote to allow an individual to act on this matter.

Partnership / Corporation/ LLC Officers Names & Addresses

The Town of Sudbury reserves the right to reject any and all proposals or to cancel this disposition of real property if in its best interest to do so.

EXHIBIT A

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. 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 of Individual, or Corporation Name

By: _____
Corporate Officer & Title (if applicable)

EXHIBIT B

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that _____ is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Print Name

Title

EXHIBIT C

CERTIFICATE AS TO CORPORATE PROPOSER

I _____, certify

that I am the _____ of the entity named

as Proposer in the within Proposal; that _____

who signed said Proposal on behalf of the Proposer was then _____

_____ of said entity; that I know his/her

signature and that his/her signature hereto is genuine and that said Proposal was duly

signed, sealed, and executed for and in behalf of said entity by authority of its

governing body.

(Corporate Seal)

Title

This Certificate must be completed where Proposer is a limited liability entity, and should be so completed by its Clerk or person authorized in the records of the entity to execute documents relating to real property. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

EXHIBIT D

Certificate of Authority

Give full names and residences of all persons and parties having a financial interest in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of limited liability entities or partnerships, give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	
_____	_____	
_____	_____	

Provide the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS ZIP CODE TEL. # _____

Business: _____

Home: _____

(2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS	ZIP CODE	TEL. #
_____	_____	_____

(3) If a Corporation, Limited Liability Company, or other entity

Full Legal Name:

State of Incorporation:

Principal Place of Business:

ZIP _____

Qualified in Massachusetts:

Yes _____ No _____

Place of Business in Massachusetts:

ZIP CODE _____ TEL. # _____

(4) If a trust

Full Legal Name of Trust:

Date of Declaration of Trust and Recording Information:

Name of all Trustees:

NAMES

ADDRESSES

ZIP CODE

Authorized Signature of Proponent: _____

Title: _____

Date: _____

EXHIBIT E

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**

M.G.L. c. 7C, §38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: A parcel of land located at 415 Boston Post Road, Sudbury, MA containing approximately 0.63 acres of land together with the building and other improvements thereon

(2) Type of Transaction, Agreement, or Document: Sale of property by the Town of Sudbury

(3) Public Agency Participating in Transaction: Town of Sudbury

(4) Disclosing Party's Name and Type of Entity (if not an individual):

_____.

(5) Role of Disclosing Party (Check appropriate role):

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation meeting all of the conditions specified in M.G.L. c. 7C, §38, are hereby disclosed as follows (attach additional pages if necessary):

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**

M.G.L. c. 7C, §38

(6) CONT.

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____
_____	_____
_____	_____

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8)) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a

leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party Date (mm / dd / yyyy)

Print Name & Title of Authorized Signer

EXHIBIT F
FORM OF PURCHASE AND SALE AGREEMENT

565319/SUDB/0001