

Request for Proposal (RFP) Town of Mendon

Wednesday August 31, 2016

The Town of Mendon is accepting Proposals for the Purchase of a 70,296 +/- sq. ft. lot located at 34 George Street Mendon, MA 01756 currently owned by the said Town. The Property includes the circa 1830 Gaskill Farmhouse that is listed on the National and State Register of Historic Places as a contributing member of the Mendon Center Historic District. The Farmhouse will hold a Preservation Restriction and only proposals with emphasis on Restoration of this Historic Farmhouse will be considered.

RFP Available: Wednesday, August 31, 2016.

RFP Proposals Due: 10:00 A.M., Local Time, Friday, September 30, 2016.

Late Proposals Will Be Rejected

Deliver Completed Proposals To:
Kimberly Newman, Town Administrator
Mendon Town Hall
20 Main Street
Mendon MA. 01756

PHONE: 508-478-8863
FAX: 508-478-8241
EMAIL: knewman@mendonma.gov

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Appendix 1: SKETCH PLAN OF PROPOSED LOT LOCATED AT 34 GEORGE STREET
MENDON, MA.

Attachments:

- Attachment 1: RECOMMENDED TREATMENT CHART
- Attachment 2: Price Proposal Form
- Attachment 3: Conflict of Interest Certification
- Attachment 4: A Fully Executed Certificate of Non-Collusion
- Attachment 5: A Fully Executed Certificate of Tax Compliance (M.G.L. c. 62C, § 49A)
- Attachment 6: Certificate of Authority
- Attachment 7: A Fully Executed Disclosure Statement for Transaction with a Public Agency Concerning Real Property (M.G.L. c. 7C, § 38)
- Attachment 8: Sample Purchase and Sales Agreement

I. INTRODUCTION:

A. Background Information

At the March 21, 2016 Special Town Meeting, the Town of Mendon (“Town”) authorized the acceptance of a parcel of land on the northerly side of George Street in Mendon containing 24.16 +/- acres as the Open Space Community Plan for Pond Meadow Estates, shown as “Parcel A” on a plan entitled “Open Space Community Plan ‘Pond Meadow Estates’ Open Space Parcel ‘A’ Key Sheet Plan of Land in Mendon, MA Scale 80 feet to an inch Date: January 22, 2014” by Guerriere & Halnon, Inc. and recorded with the Worcester Registry of Deeds in Plan Book 906, Page 86. This authorization provided that a portion of said Parcel A be subdivided to create a separate lot that complies with applicable zoning for the area where the existing house and sheds at 34 George Street are located, for the purpose of selling said new lot, house (also referred to as to the “Farmhouse” below) and sheds (collectively referred to as the “Property”) in conformity with Massachusetts General Laws Chapter 30B (“Chapter 30B”) and all applicable laws. The remainder of the land comprising said Parcel A will be designated Open Space and is not included in this Request for Proposals (“RFP”). The Property is part of Town of Mendon Assessors Map 9 Block 133 Lot 34. The Town’s Quitclaim Deed for said Parcel A is recorded with the Worcester Registry of Deeds in Book 55443, Page 223.

The circa 1830 Gaskill Greek Revival Farmhouse (“Farmhouse”) on the designated lot will be sold with the understanding and agreement between the Town and the successful proposer that certain elements of the Farmhouse are to be retained and restored by the successful proposer. The finished Farmhouse will carry a Preservation Restriction in perpetuity; this Preservation Restriction will be negotiated between the Town and the selected Proposer and is subject to approval by the Massachusetts Historical Commission and will be in a form consistent with Massachusetts General Laws Chapter 184, Sections 31-33. The objective of this RFP and the Preservation Restriction is to preserve the exterior architectural elements on the front and sides of the Farmhouse building, as well as some historic features of the Property overall. Distinctive interior details of the Farmhouse building would be preferably preserved where possible.

B. Condition of Property

The Property for sale is available “AS IS, WHERE IS” without any representation or warranty as to the Property, including but not limited to the value, quality or character of the Property, its fitness or suitability for any particular use, and/or the physical and environmental condition of the Property. The Property is being sold subject to any existing easements or encumbrances including any utility easements held by the Town. The Town will not make any improvements or changes to the property as a condition of sale and makes no warranties as to title or otherwise. The proposers (“Proposers”) should perform their own independent title search, consult their own counsel, and use their own judgment concerning the “as is, where is” purchase of the Property. 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*.

Although all information regarding the Premises throughout this RFP is from sources deemed reliable, such information has not been verified and no express representation is made, nor is any

to be implied, as to the accuracy thereof. The Town makes no representation or warranty, express or implied, as to the completeness and accuracy of the information in this RFP. Reuse of the Property is subject to applicable local, state and federal requirements.

Interested parties should review for themselves the zoning and other applicable permitting requirements. Each Proposer assumes all risk in connection with the use of the information contained herein, and releases the Town from any liability in connection with the use of the information provided herein or otherwise. Each Proposer should undertake its own review and reach its own conclusions concerning zoning, physical conditions, environment conditions, required approvals, potential uses, and other development and ownership considerations. The successful Proposer who enters into a Purchase and Sale Agreement with the Town shall be responsible for obtaining, at its own expense, all appropriate federal, state and local permits, licenses and approvals, and for all costs and expenses, including but not limited to development costs, utilities, etc. Each Proposer is responsible for any costs and expenses in connection with inspecting the Premises, including but not limited to title examinations/reports, surveys, and the like.

*Said parcel refers to Sketch Plan of Land, George Street Lot Mendon, MA prepared by Guerriere & Halnon, Inc. Engineering and Land Surveying 333 West Street, Milford, MA 01757, which is included in Appendix B. **Important:** In the Notes section on Appendix B, Proposers are advised to disregard, in part, Note #7, which states “Cellar Hole and Existing Cesspool to be filled in by re-grading the area around the demolished house.” The phrase “demolished house” is to be disregarded as demolition of the house is not permitted. Proposers must affirmatively state in their submission that the Farmhouse structure on the Property will **not** be demolished in its entirety; any proposal (“Proposal”) not stating as such may be considered non-responsive and rejected.

C. Environmental Condition

The Town has not completed a full Massachusetts General Laws Chapter 21E (“Chapter 21E”) study for the Property. Based upon available information, the Farmhouse building was used as a private residence and farmhouse. The Town does not warrant, and disclaims any warranty or representation, that the Property (including the Farmhouse) parcel is free and clear of any contamination as defined by Chapter 21E or otherwise, or any other hazardous or environmental condition or contamination under federal or state law. Each Proposer will assume all costs and responsibilities for any testing and/or removal of any oil and hazardous materials, as those terms are defined under Chapter 21E and including any additional materials defined as hazardous or their equivalent under other state or federal environmental laws, that may be present on any of the Property (including the Farmhouse). Examples of such materials include, but are not limited to, lead paint and asbestos. The successful Proposer will assume all responsibilities for any such contamination and will indemnify, defend and hold the Town harmless from any claims, suits, demands, costs (including attorneys’ fees), causes of action, and damages relating to or arising from any contamination or other environmental condition at the Property (including the Farmhouse), including any costs to remove, abate and/or remediate any contamination or the presence of such oil or materials.

D. Permits/Approvals

All costs and responsibilities for obtaining site plan approval, septic approval, and releases for any easements, covenants, or any other restrictions that may be present on the Property will be the responsibility of the successful Proposer, including but not limited to any municipal, state or federal provisions.

E. Condemnation Order

A condemnation order on the Farmhouse has been in effect since 2014. The Mendon Board of Health placed the order on the structure with respect to the absence of water, heat and utilities and the resulting impact on its inhabitant. The successful Proposer must have the order rescinded by the Mendon Board of Health in order to have the property occupied, at the sole cost and expense of the successful Proposer. To the best of the Town's knowledge, the Property is not currently serviced by utility services, a well, or operating septic system. There is an extant cesspool on the Property that will need to be addressed by the successful Proposer, at its sole cost and expense.

II. BUILDING INFO AND HISTORICAL BACKGROUND

A. Historical Background

The Gaskill House (also referred to as the Farmhouse) located at 34 George Street, Mendon, MA is a single family dwelling built circa 1830. This Farmhouse served as the residence of John and Harriet (Staples) Gaskill. The Gaskill Family grew and prospered in agriculture and public service in the Town of Mendon. Their daughter Julie married Arthur Viets Pond. Their surviving children Arthur, Clara and Anna would eventually take ownership of the farmhouse and continue their agricultural way of life until the 1960's.

The Massachusetts Cultural Resource Information System ("MACRIS") Inventory ("Inventory") reports the Gaskill Property as "a remarkably intact and well sited example of crisply rendered Greek Revival domestic architecture." The Inventory continues by remarking that "there are few farmsteads in Mendon and in Worcester County that can match this property's memorable combination of scenic pastures, open fields, weathered outbuildings, old stonewalls and modest farmhouse."

The Farmhouse serves as a significant contributing member of the Mendon Center Historic District and is designated in both the National and State Register of Historic Places. (Massachusetts Historical Commission 1989) (Gaskill House (MEN.40) Massachusetts Cultural Resource Information MACRIS Inventory, www.mhc.macris.net).

The lot is surrounded by 20 +/- acres of Open Space and Conservation Land that was once part of this expansive and picturesque farm. This 20 +/- acre parcel is not subject to this RFP.

B. Exterior Architectural Features

The Farmhouse is Greek Revival Architectural Style Home built circa 1830 has a Gable Block Form. It has a perpendicular intersecting wing of the same height creating an “L” shape. The house is a 2½ story wood framed structure with a 5x3 bay main block and center hall plan.

The façade is sheathed with wood clapboards and finished with wide paneled Doric Pilasters on the corners of the main block and ell. There is old growth wide fascia board beneath the façade and sides of the ell. The Gable ends have return eaves.

The windows are 6/6 wood sashes. The front door has Greek Revival enframements and four pane lites on each side.

The foundation is Granite block construction with an earth floor. The basement contains a cold storage room and furnace. There is evidence of a walkout door from the basement to the yard.

C. Interior Details

The two front parlor rooms feature a fireplace in each and decorative trim work around doors, windows and fireplaces. There is a built in shelf in the east parlor room, which has a doorway leading to the kitchen. The ceiling material on the first floor is plaster and a tile drop ceiling in the east parlor room. The walls in the main house are lathe and plaster. There are wide hardwood floors throughout the Farmhouse. Upstairs is one full bath and four bedrooms. There is also one fireplace in the east bedroom on second floor. Floor and wall heating vents on the east side of the upstairs bedrooms indicate the upstairs was heated by a coal burning unit still located on the first floor in the kitchen area. A summer kitchen was located in the ell and modern plumbing and appliances were later additions to this part of the home.

There were four entry doors in the ell two on the east side and two on the west side. In the center of the ell is a significant fireplace used for cooking which has a warming oven and kettle pot. There was a finished bedroom upstairs in the ell used for farmhands.

III. CONTRACT TERMS AND CONDITIONS GOVERNING SALE AND DEVELOPMENT OF THE PROPERTY

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

1. The sale of the Property is subject to review and recommendation by the Town Administrator, the Mendon Historical Commission and a Representative of the Community Preservation Committee. The sale of the Property is subject to the provisions of Chapter 30B and any and all other applicable federal, state and local provisions. The Mendon Board of Selectmen must approve the sale of the Property.
2. The selected Proposer must execute a Purchase and Sales Agreement within fourteen (14) days of notice of award by the Town. The Town reserves the right to waive or extend this deadline as it may determine appropriate. The selected Proposer will be required to execute a

Purchase and Sale Agreement substantially similar to the Purchase and Sale Agreement that is attached hereto in Attachment 7 and incorporated herein by reference.

3. The selected Proposer must purchase the property within thirty (30) days of the execution of the Purchase and Sales Agreement. The Town reserves the right to extend this deadline.
4. The selected Proposer agrees to buy the Property “As Is, Where Is” and agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases, licenses and any other requirements necessary to use or develop the Property (including the Farmhouse).
5. The selected Proposer must execute a Preservation Restriction concerning the property, which shall be granted to the Town and concurrently recorded with the deed for the Property. Under the Purchase and Sale Agreement, the selected Proposer shall agree to complete the restoration and rehabilitation of the Property substantially as proposed and in the time frame stated in its Proposal, and subject to any terms of use contained in the successful Proposer’s Proposal as approved by the Town. Said Preservation Restriction shall be consistent with M.G.L. Chapter 184, Sections 31-33, and shall be approved by the Town and the Massachusetts Historic Commission, and shall run with the land. The deed shall include a right of reverter in the event of noncompliance with the RFP and the selected Proposal.
6. If the parties fail to agree upon the terms of and execute a Purchase and Sale Agreement by this deadline, Town will award to the next most advantageous responsible and responsive Proposer.
7. The deed shall have a right of reverter such that, if the Farmhouse is not secured within two (2) months from the date of conveyance of the Property, the Property shall revert back to the Town at no cost.

Sale Conditions:

Because of its historical significance to the Town, demolition of the entire Farmhouse structure will not be permitted. Demolition by neglect or any failure by the selected Proposer to secure the structure or do or fail to do anything which would lead to further deterioration within the first two (2) months after the date of conveyance of the Property shall trigger a right of reverter to the Town.

Due to the fragile nature of the ell wing of the Farmhouse structure, the structure must be made structurally sound, secured and weather tight by the date of conveyance of the Property.

IV. PRESERVATION OF THE FARMHOUSE

The Town recognizes the importance of the historic preservation of the Gaskill Farmhouse and surrounding Property, which is a portion of the premises at 34 George Street, Mendon, MA. The Town also recognizes the necessity of securing the existing Farmhouse structure to prevent further deterioration. Accordingly, the Town seeks proposers who will restore features of the Farmhouse structure where possible and replace or replicate elements that are beyond repair with in-kind material and application, consistent with a Preservation Restriction to be placed on the

Property. The exterior features of the front and side façades of this structure are to be preserved in accordance with the Secretary of the Interior's current Standards for the Treatment of Historic Properties. All Proposers should be familiar with these Standards and how they apply. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize this Property will be preserved on the Farmhouse structure's exterior.

The Town will consider a request to demolition of the back ell section of this Farmhouse structure as well as the north side of the main block in order to allow for the safe reconstruction of this Farmhouse structure; the Town reserves the right to disallow such demolition in its discretion, however.

The following is a prioritized list of property elements. Proposers should use this as a guide in presenting a proposal to the Town.

Some elements must be retained and others will be preferably preserved. Proposers are asked to use the following Preservation Recommendation Chart. See Attachment 1.

Farmhouse Structure

- Retain the original façade of the Farmhouse structure including the east and west elevations of the main block.
- Retain exterior wide paneled Doric Pilasters on the corners of the main block.
- Replicate wide paneled Doric Pilasters to the originals on any proposed additions.
- Retain main block of the house as a 1½ story wood framed structure with a 5x3 bay main block and center hall plan.
- Retain wood clapboards on the façade and sides of the Farmhouse structure.
- Retain wide fascia board beneath the façade.
- Retain Gable ends with return eaves.
- Retain two chimneys and fireplaces in the main block.
- Retain Granite block foundation.
- The front door with Greek Revival enframements and four pane lites on each side. (*A replacement will be considered based on the existing condition of the door and frame. Only replacements with in kind materials and style will be considered).

Property

- Retain all stonewalls along the George Street frontage. (* An exception will be given to remove enough of the existing stonewall to accommodate a driveway on George Street)
- Retain all original iron elements (horse tie rings and other hardware features of the stonewalls are to remain in place.
- Retain Granite block steps and boot scraper. These may be relocated if entry configuration is different.
- Retain granite blocks of livestock pen at the back of the ell. May be relocated on the property or donated for use in the adjoining Pond Meadow Open Space.

V. PROPOSAL SUBMISSION REQUIREMENTS:

The Town, acting by and through its Board of Selectmen, pursuant to Massachusetts General Laws Chapter 30B, Section 16 is issuing this RFP for the sale of the Town-owned Property (including the Farmhouse). The Property is a portion of the premises at 34 George Street Mendon, Massachusetts.

The Town invites sealed proposals from interested parties pursuant to this RFP. Copies of this RFP can be obtained from the Office of the Board of Selectmen at 20 Main Street Mendon, MA between the hours of 10:00 AM and 3:00 PM, local time, Monday through Thursday starting on Wednesday August 31, 2016. The RFP will also be available electronically on the Town's website at: <http://www.mendonma.gov> under **Procurement**.

Any contract for the sale of the Property by the Town will be awarded, if at all, pursuant to Massachusetts General Laws Chapter 30B, Section 16, to a responsive and responsible proposer who has submitted the most advantageous Proposal and not necessarily the highest price. Each Proposal must include evidence of the proposer's ability to purchase the Premises at the proposed price.

Notice of this RFP is published in the Central Register, which is a weekly publication of the Office of the Secretary of State, the Mass Listserv, The Boston Globe, and the Worcester Telegram and Gazette, which are newspapers with a circulation sufficient to inform the people of the affected locality.

VI. RFP SCHEDULE:

- RFP Published in the Central Register – Wednesday, August 31, 2016.
- RFP Published in the Boston Globe, Worcester Telegram and Gazette – Thursday, September 1, 2016.
- RFP Published on the MA List Serv – Wednesday, August 31, 2016.
- Site Visit and Walk Through – Tuesday, September 13, 2016 10:00 AM at 34 George Street, Mendon MA 01756.
- Last Day for Questions – Wednesday, September 21, 2016.
- Publish Answers to RFP Questions and Posting of Addenda on Town Website www.mendonma.gov under "Procurement" by 4:00 PM on Monday, September 26, 2016.
- Deadline for Submitting Proposals – Friday, September 30, 2016 at 10:00 AM.
- RFP Review Completed by October 3, 2016 (approximately).
- Board of Selectmen Review of Selected Proposer - Expected Date Tuesday October 4, 2016.
- Notification of Award to Most Advantageous Proposer – Expected Date Wednesday October 5, 2016.
- Negotiation with Selected Proposer and Execution of Purchase and Sales – Dates to be set by the Town of Mendon and Selected Proposer.

VII. PROPOSAL INSTRUCTIONS:

Proposers shall submit four (4) copies of their Proposal in a sealed envelope clearly marked "Sale of Property at 34 George Street" to the attention of Kimberly Newman, Town Administrator, 20 Main Street Mendon, MA 01756. The deadline for submission of Proposals is 10:00 AM, local time, on Friday, September 30, 2016. The clock in the Board of Selectman's Office will be considered the official time. **Proposals received by the Town later than this deadline shall** be deemed non-responsive and will not be accepted. Proposers are cautioned to allow sufficient time for their proposals to be received by the Town. Faxed or emailed Proposals will not be accepted or considered.

Pages shall be numbered. All Proposals shall conform to the requirements of Massachusetts General Laws Chapter 30B, Section 16, and any applicable procurement requirements. Proposals are subject to the Public Records Law as applicable.

The Proposer's name and mailing address shall be clearly visible from the outside of the sealed envelope. Each Proposal shall be submitted in accordance with the Minimum Submission Requirements set forth herein in order to be considered for award. By submitting a Proposal, a Proposer warrants that he/she/it has read and understands all requirements and conditions set forth in this RFP.

The Town will not reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP, including but not limited to costs incurred for site visits, preliminary engineering analyses, or negotiations.

Signatures must be handwritten and in ink. Words and figures on the Proposal must be neatly written in ink or typed. The Town may reject any Proposal that is conditional, obscure, or which has erasures, alteration or irregularities.

Massachusetts General Laws Chapter 30B, Section 16, which is incorporated herein by reference, will govern all procedures.

After the RFP deadline of 10:00 AM on September 30, 2016, the Town Administrator along with representatives from the Historical Commission and the Community Preservation Committee, will evaluate proposals and choose the one that best responds to this RFP and not necessarily the lowest Proposal. Proposals submitted must remain in effect for a period of sixty (60) days after the opening date.

The Purchase and Sale Agreement will be awarded to the most advantageous Responder, if at all, within sixty (60) days from the opening of the sealed Proposals as described above.

No Proposer may withdraw its Proposal prior to the execution of the Purchase and Sale Agreement by both parties, unless an award is not made after sixty (60) days from the opening of the sealed Proposals. All Proposals shall be properly signed. The Purchase and Sale Agreement will be awarded, if at all, within sixty (60) days from the opening of the sealed Proposals as described above.

Massachusetts General Laws Chapter 30B, Section 16, which is incorporated herein by reference, will govern all procedures. The Town reserves the right to disqualify any Proposal due to insufficient supporting or explanatory information, and to request additional supporting information from any Proposer. A request for additional information shall be made in writing, with the expectation that a written response will be provided within a set period of time as determined by the Town. Proposers may be requested to appear before the Screening Committee and/or the Board of Selectmen for an interview. Failure to comply with a request for information or to appear before the Screening Committee and/or the Board of Selectmen may result in the rejection of a Proposal.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined the Property and this RFP and is familiar with this RFP. Upon finding any omissions or discrepancy in this RFP, the Proposer shall notify Town Administrator Kimberly Newman (508-478-8863 knewman@mendonma.gov) immediately so that any necessary addenda may be issued. Failure of the Proposer to investigate completely the Premises and/or to be thoroughly familiar with this RFP and any addenda shall in no way relieve any such Proposer from any obligation with respect to the Proposal. All addenda shall become part of this RFP.

The successful Proposer who enters into a Purchase and Sale Agreement with the Town shall be responsible for obtaining, at its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may cancel this RFP or reject, wholly or in part, any and all Proposals, if the Town determines that cancellation or rejection is in the best interest of the Town. The Town may reject as non-responsive any Proposal that fails to satisfy any of the Proposal Submission Requirements. Minor informalities, minor deviations, insignificant mistakes, and matters relating to the form of the RFP, rather than matters relating to the substance of the RFP, may be waived by the Town or corrected without prejudice to other Proposers, potential Proposers, or the Town. If a mistake and the intended proposal are clearly evident on the face of the Proposal, the Town may correct the mistake to reflect the intended correct Proposal and so notify the Proposer in writing and the Proposer may not withdraw the Proposal.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to Kimberly Newman Town Administrator prior to the deadline and shall be contained in a sealed envelope clearly marked "CORRECTION, MODIFICATION OR WITHDRAWAL OF PROPOSAL for Sale of Property at 34 George Street" to the attention of Kimberly Newman, Town Administrator, 20 Main Street, Mendon, MA 01756. No corrections, modifications or withdrawal of Proposals will be permitted after Proposals have been opened.

The Board of Selectmen or its designee shall have the sole discretion to make a determination as to the completeness or compliance of a Proposal or to the eligibility or qualification of any Proposer.

VIII. PRE-PROPOSAL CONFERENCE/SITE MEETING/QUESTIONS

A Pre-Proposal Conference/Site Meeting will be held at 10:00 A.M. local time, September 13, 2016, at 34 George Street, Mendon, Massachusetts. Attendance at the Pre-Proposal Conference/Site Meeting is highly encouraged.

By submitting a Proposal, the Proposer warrants that he/she/it has attended the Pre-Proposal Conference/Site Meeting. At the time of the meeting on September 13, 2016, any questions or clarifications regarding the proposed sale will be recorded.

By submitting a proposal, proposer warrants that he/she/it has attended and participated in the Pre-Proposal Conference/Site Meeting, or that the Proposer assumes all risk for having not done so.

Additional questions can be submitted in writing to the Town Administrator Kimberly Newman knewman@mendonma.gov until the close of the business day (4:00 PM) on Wednesday September 21, 2016. By the end of the business day (4:00 PM EST) on Monday September 26, 2016, any addenda and clarification information will be published in the **Procurement** section on the Town's website at www.mendonma.gov. All Proposers are responsible for checking the website for additional information and addenda.

Due to the condition of the house, all participants at the Pre-Proposal Conference/Site Meeting will be required to sign a release from liability prior to the walk through. Some sections of the house will not be viewable except from the outside. By submitting a Proposal, each Proposer warrants that he/she/it has examined the site of the Farmhouse and lot, are familiar with the RFP and are fully acquainted with all conditions and restrictions pertaining to the sale of the Property.

IX. SELECTION PROCEDURES

The Town reserves the right to negotiate with all Proposers, provided that all negotiations are consistent with the intent and purpose of this RFP.

At the conclusion of the evaluation process, the Town will select a Proposer to purchase the Premises and notify the selected Proposer in writing with a Letter of Acceptance.

The selected Proposer will be granted exclusive rights to negotiate with the Town the terms of the sale of the Premises. If, at any time, the negotiations between the parties are not proceeding to the satisfaction of the Town, in its sole discretion, the Town may terminate such negotiations and select another Proposer with whom to commence negotiations, which is the Proposer who has submitted the second most advantageous proposal.

By submission of a Proposal, the Proposer agrees, if its Proposal is accepted, to enter into a Purchase and Sale Agreement with the Town that incorporates all of the requirements of this RFP. The Proposer further accepts all of the terms and conditions of this RFP.

A condition of award to any Proposer submitting a pre-approval letter is that the Proposer must provide the Town with a firm letter of commitment within seven (7) days from the date that the parties execute a Purchase and Sale Agreement.

Any sale of the Property by the Town will be awarded, if at all, pursuant to Chapter 30B, Section 16, to a responsive and responsible Proposer who has submitted the most advantageous Proposal. In the event of sale, the Town shall grant a deed to the selected Proposer once all requirements set forth in this RFP have been successfully met including the approval of a Preservation Restriction by the Massachusetts Historical Commission, and any other terms and conditions set forth in the Purchase and Sale Agreement. The deed shall be recorded at the applicable County Registry of Deeds as appropriate, at the selected Proposer's sole expense. The Town shall set the closing date for the purchase.

Selection of a Proposer will not create any rights on the part of that Proposer, including but not limited to rights of enforcement, equity or reimbursement, until a Purchase and Sale Agreement and all related documents are approved by the Town and fully executed.

X. SUBMISSION REQUIREMENTS:

A. Proposal Forms and Related Documents

The Proposal shall include the following documents and information:

- 1) Cover Letter. Each cover letter shall be signed by the Proposer or the duly authorized agent of the Proposer, stating that the Proposal is effective for at least sixty (60) days from the submission of Proposals, or until the date upon which this RFP is cancelled, whichever occurs first. The cover letter transmittal must include: the identity of the Proposer; the name, address, telephone number, and email address of the Proposer and the contact person for the Proposer; and the proposed closing date. The cover letter must be signed by a person with authority to bind the Proposer. The cover letter shall contain a statement that the Farmhouse structure on the Property will not be demolished in its entirety.
- 2) A fully executed Price Proposal Form (see attached forms).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (see attached forms).
- 4) A fully executed Certificate of Non-Collusion (see attached forms).
- 5) A fully executed Certificate of Tax Compliance (M.G.L. c. 62C, § 49A) (see attached forms).
- 6) A fully executed Certificate of Authority (if the Proposer is an entity) (see attached forms).
- 7) A fully executed Disclosure Statement for Transaction with a Public Agency Concerning Real Property (M.G.L. c. 7C, § 38) (see attached forms).
- 8) Evidence of the Proposer's ability to purchase the Property at the proposed price, including a pre-approval and/or commitment letter as applicable (see below).
- 9) A written acknowledgment of all addenda issued by the Town.
- 10) If the Proposer is an out-of-state business entity, it must be licensed to do business in Massachusetts and have a resident agent documented in its Proposal.
- 11) A narrative response and outline plan that includes and addresses the Comparative Evaluation Criteria (see below).

B. Comparative Evaluation Criteria

The Town states that the highest and best use of this property is outlined in the Preservation of Farmhouse Section (pages 9-10 of this RFP) as a residential property that retains at a minimum it's exterior historical integrity and features reminiscent of a crisply rendered Greek Revival Farmstead from the 1800's.

1. The Proposer must demonstrate through its description any and all experience over the past five (5) years in its ability to comply with restoration/rehabilitation projects.
2. The Proposer must provide a detailed plan for securing, stabilizing and making weather tight the Property by the date of conveyance of the Property.
3. The Proposer must demonstrate that it is in good financial standing, experienced in the type of restoration proposed, and capable of completing the purchase and development of the property, as proposed and in the time frame proposed.

PROPOSAL RANKING:

Based on Attachment 1 and the Minimum Criteria outlined in the Preservation of Farmhouse Section (Pages 9-10 of this RFP). Proposals will be evaluated and ranked according to the following scale:

A. Highly Advantageous: The Proposal meets and exceeds all of the Town's minimum criteria set forth on pages 14-15 and includes responses to all of the restoration of Preferably Preserved features outlined in ATTACHMENT 1.

- The Proposer provides a detailed plan for securing, stabilizing and making weather tight the structure within the required timeframe.
- The Proposer demonstrates sound knowledge and/or has experience with Restoration of Historic Homes. The Proposer demonstrates an understanding of the Secretary of the Interior's Standards for Restoration/Rehabilitation of Historic Structures in their proposal.
- The Proposer provides supportive documentation regarding feasibility of restoration proposed and suggested methodology for restoration.
- The Proposer demonstrates a comprehensive understanding of the restoration challenges and provides a comprehensive approach to retain the historic character of this Property.
- Suggested upgrades and recommended alterations to the Property are clearly outlined, documented and compliments the existing architectural features.

B. Advantageous: Meets the Town's minimum criteria set forth on pages 14-15 and includes proposed restoration of some Preferably Preserved features outlined in ATTACHMENT 1.

- The Proposer provides a detailed plan for securing, stabilizing and making weather tight the structure within the required timeframe.
- The Proposer demonstrates knowledge and application of the Secretary of the Interior's Standards for Restoration/Rehabilitation of Historic Structures in its proposal.

- The Proposal provides supportive documentation regarding feasibility of restoration proposed and methodology for restoration.
- Suggested upgrades and recommended alterations to the Property are outlined and documented.

C. Acceptable: Meets the TOWN's criteria with only limited supportive documentation regarding feasibility of restoration proposed and methodology for restoration. Suggested upgrades and alterations are documented.

D. Disadvantageous: Meets the Town's criteria with minimal supportive documentation regarding feasibility of restoration proposed.

The Town reserves the right to reject any Proposal that does not comply with these Submission Requirements. Proposers are solely responsible for reviewing this RFP and any attachments before submitting a Proposal. The Town may reject any Proposals that are incomplete, not properly endorsed, or otherwise conflict with the requirements of the RFP.

C. Financial Information/Deposit

Each Proposer must submit evidence of its ability to satisfy its financial obligations for the proposed purchase of the Premises. If a Proposer intends to acquire the Premises through a loan (including a mortgage or otherwise), the Proposer must also include as part of its response: the amount of the loan; and a pre-approval or commitment letter from an institutional lender confirming that the Proposer has appropriate financial resources to receive a loan commitment, subject to prevailing terms and conditions.

A condition of award to any Proposer submitting a pre-approval letter is that the Proposer must provide the Town with a firm letter of commitment within seven (7) days from the date that the parties execute a Purchase and Sale Agreement.

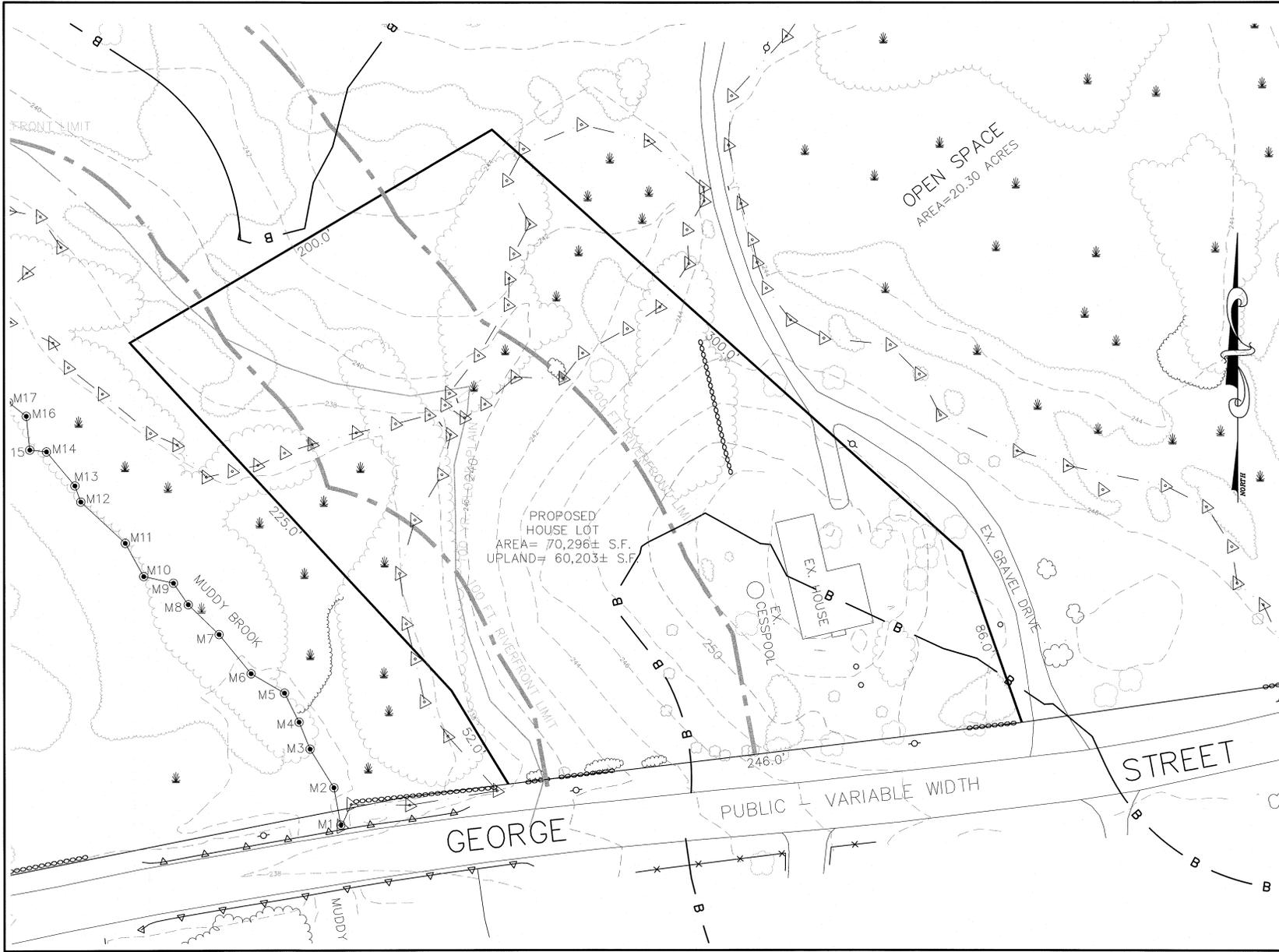
The selected Proposer will have five (5) business days after issuance of a Letter of Acceptance by the Town to make a deposit to the Town in the amount equal to ten (10%) percent of the purchase price. At the closing for the purchase of the Property, the selected Proposer's deposit shall be applied to the accepted purchase price for the Property.

The selected Proposal shall be binding until sixty (60) days from the date of the Letter of Acceptance issued by the Town. If the selected Proposer breaches the Purchase and Sale Agreement, then, at the election of the Town, the selected Proposer's deposit shall be forfeited and the Town shall retain the deposit as liquidated damages.

Proposer is responsible for and must provide documentation of Comprehensive General Liability Insurance and all other applicable and necessary insurances with respect to the project scope.

Appendix 1:

SKETCH PLAN OF PROPOSED LOT LOCATED AT 34 GEORGE STREET MENDON, MA.



DATE:	DATE:		
<p>CONSTRUCTION ON THIS LOT IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE FILE.</p> <p>EXISTING UTILITY LINES INDICATED OR NOTED ON THESE DRAWINGS ARE SHOWN AS OBTAINED FROM EXISTING INFORMATION AND ARE ONLY APPROXIMATE IN LOCATION. THE CONTRACTOR SHALL TAKE CAUTION IN THESE AREAS TO AVOID DAMAGE TO EXISTING UTILITY LINES AND/OR HARM TO PERSONNEL ENGAGED IN WORKING IN THESE AREAS.</p> <p>CALL "DIG SAFE" 1-888-DIG-SAFE (1-888-344-7233).</p> <p>EXISTING LINES OTHER THAN THOSE INDICATED ON THESE DRAWINGS MAY BE ON THE SITE. THE CONTRACTOR IS WARNED TO PROCEED WITH CAUTION WITH ALL WORK, ESPECIALLY EXCAVATION WORK, AND TO MAKE ALL POSSIBLE INVESTIGATIONS AS TO POSSIBLE UNMARKED UTILITY LINES.</p>			
<p>NOTES</p> <ol style="list-style-type: none"> 1. PLAN REFERS TO TOWN OF MENDON ASSESSORS MAP 9 BLOCK 133 LOT 34. 2. ZONING DISTRICT - RESIDENTIAL/OPEN SPACE 3. WETLANDS DELINEATED BY CARR RESEARCH LABORATORY, INC. IN APRIL, 2010. 4. WETLANDS LOCATION AND TOPOGRAPHY BY SHEA ENGINEERING & SURVEYING CO. INC. 5. DELINEATION OF LIMITS OF MUDDY BROOK FOR RIVERFRONT BY JUDITH B. SCHMITZ ON OCTOBER 12, 2010. 6. WETLANDS RESOURCE AREAS CERTIFIED BY ORDER OF RESOURCE AREA DELINEATION ISSUED BY THE MENDON CONSERVATION COMMISSION ON JANUARY 20, 2011. 7. CELLAR HOLE AND EXISTING CESSPOOL TO BE FILLED IN BY RE-GRADING THE AREA AROUND THE DEMOLISHED HOUSE. 			
<p>LEGEND</p> <ul style="list-style-type: none"> - - - - - WETLANDS LINE WF-61 WETLANDS FLAG ▲ WETLANDS SYMBOL ○ 100' WETLANDS BUFFER ○ MEAN ANNUAL HIGH WATER ○ EROSION CONTROL 			
#	DATE	DESCRIPTION	INIT
		OWNER	
		APPLICANT	
<p>SKETCH PLAN OF LAND IN MENDON, MA SCALE: 20 FEET TO AN INCH DATE: JUNE 23, 2016</p>			
<p>Guerriere & Halnon, Inc. Engineering & Land Surveying 333 WEST STREET, MILFORD, MASS., 01573 (508) 475-6530 FAX: (508) 475-6243</p>			

ATTACHMENT 1: RECOMMENDED TREATMENT CHART

ITEM / CONDITION	BRIEF DESCRIPTION	PRESERVATION RECOMMENDATIONS
Roof of Main Block - Critical	Asphalt shingles in very poor condition. Original shingles were most likely wood.	Recommend removal of asphalt shingles, inspect roof deck, and replace rotted sheathing with in kind material. Install Grace Ice and Water Shield membrane and #30 felt paper to MA. Building Code. Repair flashing at chimneys and reroof with asphalt architectural shingles.
Roof of Ell - Critical	Significant collapse of roof. Asphalt shingles. Historically the ell may have had wood shingles. This addition was added on to the original structure. Approximate date of the addition_____.	Recommend structural assessment. Reframing roof of ell. This may only be accomplished with some significant demolition. Bring roof up to code and shingle with architectural style asphalt shingles.
Center Chimney Stack in Ell - Critical	The chimney and fireplace possess features that are historical and unique including an ornate cast iron fireplace surround, beehive oven and built-in side kettle.	Because of the unique and historic nature of this center chimney we recommend restoration of this feature that was original to the summer kitchen in the ell.
West Side Chimney Stack Main Block - Fair	Evidence of repair work above roofline. Chimneystack does not match its sister chimney on the east side. Both retain angled construction in attic.	Recommend repairs needed for code compliance and reconstruction to match the method and style of the east chimney to regain its historical integrity.
East Side Chimney Stack Main Block - Critical	No evidence of recent repair work. Top bricks are loose above roofline. Mortar joints have eroded.	Recommend making repairs needed for code compliance and preservation of chimneystack retaining its historical integrity.
Exterior Walls, Siding and Trim - Main Block and Ell - Fair to critical.	The farmhouse is sided with wood clapboards and is finished with wide paneled Doric Pilasters on the corners of the main block and ell. The Greek Revival design elements include wide fascia boards beneath the façade along the perimeter of the building. The Gable ends have return eaves.	Recommend retaining all viable materials on the exterior of the farmhouse. In case where material cannot be saved the specific features will be replicated with in-kind material and treatment to preserve historical integrity of the exterior.

Exterior Walls Ell - Critical	The visual inspection reveals 1" wood plank partitions with plaster over hand split lath. There is a later addition of wood paneling over the lath and plaster on the interior first floor walls of the ell. The west and north end walls are intact but the east side has pulled away from the framing. In addition the north wall of the main block has lost its basement support and is structurally compromised.	Recommend hiring a structural engineer to determine how much of the original material and craftsmanship can be salvaged. Retaining any of the historic hand hewn timbers would be desirable if repurposed and visible in the ell. Recommend reconstruction of the ell using in-kind materials and recreating historic architectural elements on the exterior of the ell.
Granite Foundation	Field stone masonry foundation dressed with long solid granite blocks above grade level. Minor failure of pointing mortar.	Recommend repointing minor failures.
Roof Framing Main Block	Original to structure?	Recommend structural evaluation and preservation repairs to roof framing.
Roof Framing Ell - Critical	Water penetration has caused the frame to fail and resulted in significant collapse of roof and collapse of the upstairs floor of the ell. Visible termite damage on northwest back corner of ell contributed to deterioration of this part of the farmhouse.	Recommend replacing damaged materials with in kind material and reframing the roof and repairing structural integrity of area where the main block meets the addition.
Window Sash - poor to Fair	All exterior window sashes are weathered and suffer from exposure to the elements. They are 6/6 windows a total of 16 full-sized windows.	Recommend window restoration by a preservation specialist. Should restoration not be viable recommendation would be to replace windows with in-kind material and style of window that will not compromise interior trim work in the front parlor rooms.
Window Trim - Poor to Fair	All exterior window trim design is consistent on the entirety of the structure with the exception of 2-second floor windows on the ell, which are 3/3. There are straight lintels on the exterior window trim. All windows in the main block have newer storm windows installed. Window shutters have been removed but the hardware is still in place.	Window trim is historic and we recommend window restoration by a preservation specialist. In the case where the trim is beyond restoration recommendation is to replace with in kind material and style of trim.
Framing Posts		

Exterior Door - Poor	The decorative front door has Greek Revival enframements and four pane lights on each side. The four-panel door and trim are flanked with Doric Pilasters.	As a defining historic feature of this Greek Revival style farmhouse, it is highly recommended that a preservation specialist do restoration of the door, lights and all trim. In the case of need for replacement all features of the front entry door must be replicated with in kind materials and treatment.
Granite Front Entry Stairs	Original to structure.	Reset and retain granite steps.
Granite Side Entry Stairs with Boot Scraper Side of Ell	2 Block granite steps lead into a side entry of the ell.	Reset and retain granite steps.
Granite Side Entry Stairs Ell	2 block granite steps that lead into the side entry of the ell.	Reset and retain granite steps or repurpose on the property.
House Floor Plan Main Block	The farmhouse has a gable block form with a perpendicular intersecting wing. It is a 1 1/2 story wood framed structure with a 5x3 main block and center hall plan.	Recommend the first floor plan be retained especially the center hall and the two front parlor rooms.
Gutters and Downspouts	There is some evidence of wood gutters that were used on the east side of the ell. The material has now fallen away.	Recommend installing a gutter system on the farmhouse that would be appropriate for the time period if possible.
Cesspool, well, oil heat, electrical.	Currently all mechanical, plumbing, electrical and HVAC have reached their life expectancy or been disconnected.	The house will need all new services including a well and septic system. A septic plan will be included with the purchase and sale of this property.
OUTBUILDINGS / EXTERIOR		
Woodshed - Critical	The roof of the woodshed has collapsed. The roof had asphalt shingles. The fieldstone foundation remains along with barn boards that were the original sides and back of the shed.	Recommend salvaging the shed to retain the historic character of the property.
Stonewalls on George Street - Good to Fair Condition	These stonewalls that are original to the property contribute to the unspoiled rural setting of this farmhouse. They retain horse ties and gate brackets that are original to the property.	Recommend proposal to remove some of the stonewall on the east side facing George Street to accommodate driveway. Not to exceed X feet. The original hardware is to remain in place.
Stairs in Stonewall	These stairs are a significant historical feature of the property and will be retained.	Retained feature.

Catalpa Tree	The native Catalpa tree is more than 150 years old and contributes to the rural and historical characteristics of the setting. Removal is not recommended.	Recommend pruning branches that are close to the house.
INTERIOR FEATURES		
First Floor Plan:	Center Hall Plan with two parlor rooms on either side of the staircase. Entry hall leads to large kitchen/ dining area with a small pantry on the east rear and two additional rooms on the east and west sides. A freestanding coal-burning unit remains in the kitchen area. There is a staircase to the basement from the dining room.	Based on its existing layout it is recommended that the two front parlor rooms remain intact as well as the center staircase. The back kitchen dining area will need renovation, which could alter the layout of the rooms.
Front Pink Parlor 11'7" x 13'6"	Four windows 2'3"w x 4'3"l, ornate trim around the windows that meets the floor, ceiling 7'6"h drop ceiling with ornate tin strip molding, sealed fireplace with decorative wood mantle, built in open cabinet and door leading to the kitchen. Lathe and plaster walls.	The ceiling and decorative trim was a later addition to the original structure and are carried throughout the first floor. Some original trim is evidenced in the backside rooms. Retaining the decorative trim and finish work is highly recommended as it tells the history of the changes to the house. It would be desirable to retain the original floorboards, which are 6" to 12" wide as they are historically significant features.
Front Blue Parlor 11'6" x 13'9"	Four windows 2'3"w x 4'3"l, ornate trim around the windows that meets the floor, ceiling 7'6"h lathe and plaster ceiling and walls, sealed fireplace with decorative wood mantle and fluted columns.	The decorative trim was a later addition to the original structure and is carried throughout the first floor. Some original trim is evidenced in the backside rooms. Retaining the decorative trim and finish work is highly recommended as it tells the history of the changes to the house. It would be desirable to retain the original floorboards, which are 6" to 12" wide as they are historically significant features.
Hallway / Entrance	7'8" wide at the entry and 5'1" wide in hall to dining room. Decorative trim work around doorways matching that in the parlor rooms. Lathe and plaster walls and ceiling.	Recommend retaining trim work and weathered floorboards in the hallway.
Dining Room	11'9" x 14'3" this room has smoke and significant water damage. The floor was altered to correct a leveling issue that appears to have generated from the basement supports.	This room with lathe and plaster walls needs complete rehabilitation. Trim work in this back section of the house is most likely original to the structure.
Red Room (off Dining Room)	8'5" x 10'7" this room has also suffered significant water damage and the window has been removed. Lathe and plaster walls and ceiling with original plain trim work throughout the room.	If space is retained recommend restoring original window and door and original wide floorboards.

<p>Bedroom (off Dining Room) and Pantry 2'10" x 5'1"</p>	<p>8'7" x 8'6" Lathe and plaster walls and ceiling, closet and 1 window. Updated trim work around window. Remaining baseboards and trim plain and most likely original to the house.</p>	<p>If space is retained, recommend restoring original windows and doors and original wide floorboards.</p>
<p>Upstairs Floor Plan: Landing L shaped 12'2" x 4' 8.5" and 4'9" x 3'7". Ceilings 7' 3". Blue Bedroom 8'9" x 11'6" Closet and chimneystack in room. Peach Room 13'3" x 11'7" Closet. Fireplace Bedroom 13'3" x 11'5" with closet. Small Bedroom 11'4" x 11' 5" no closet. Bathroom 8'1" x 8'5".</p>	<p>The upstairs has 4 bedrooms, 1 bathroom and an open landing. All rooms have slanted ceiling lines and walls and ceilings are lathe and plaster. Three bedrooms have closets. The decorative trim work in the hallway is similar in style and an update to the original woodwork. The interior trim work in the bedrooms is most likely original to the house. There is one original and sealed fireplace. Each room has one-window and original four paneled doors. The bathroom was added on in the mid 20th century and includes a cast iron tub, some ceramic wall tiles and a commode, which has been removed and placed in a side room.</p>	<p>Recommend retaining and restoring original wide floorboards, trim and windows if this floor is not redesigned.</p>

COLOR CODE	
	Preservation Required
	Preservation Highly Recommended
	Preservation Recommended
	Wish List
	Critical Items

ATTACHMENT 2:

**PRICE PROPOSAL FORM
FOR THE SALE OF C. 1830 FARMHOUSE AND LOT
LOCATED AT 34 GEORGE STREET, MENDON, MA 01756 CURRENTLY OWNED BY
THE TOWN OF MENDON**

The proposed purchase price for the Property is
\$ _____
(type or hand-print the amount in numbers)

The proposed purchase price for the Property is
\$ _____
(type or hand-print the amount in words)

Proposed Closing Date: _____

The Proposer shall include evidence of its financial ability to purchase the Property at the proposed purchase price, including a pre-approval and/or commitment letter as applicable.

The undersigned individual or authorized representative of an entity, as appropriate, hereby attests to a full understanding of the restrictions, terms and conditions regarding the purchase of and use of the Property as outlined in the RFP and agrees to comply with said restrictions, terms and conditions.

The undersigned is the Proposer or the duly authorized agent of the Proposer, and hereby states that the Proposal is effective for at least sixty (60) days from the submission of Proposals, or from the date upon which this RFP is cancelled, whichever occurs first. By signing this Form, the undersigned certifies that the Proposer has the authority to submit this Proposal.

(SIGNATURE)

(DATE)

Name of Proposer

Name and Title of Person Signing Proposal

Mailing Address, Telephone Number, and Email Address for Proposer and Contact for Proposer (if different)

ATTACHMENT 3: CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Purchase and Sale Agreement pursuant to this Request for Proposals.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Purchase and Sale Agreement by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining the Purchase and Sale Agreement (pursuant to this Request for Proposals) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Purchase and Sale Agreement to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer, his/her/its officers, employees, agents, subcontractors, and affiliated entities, 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.

Printed Name of Proposer

By: _____
(Signature)

Printed Address of Proposer

Printed Name

Printed Title

Telephone Number

Date

ATTACHMENT 4:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under the pains and penalties of perjury, that this 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: _____

Printed Name: _____

Title: _____

Name of Proposer: _____

Address of Proposer: _____

Telephone Number: _____

Date: _____

ATTACHMENT 5:

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, § 49A, the undersigned certifies under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Signature: _____

Printed Name: _____

Title: _____

Name of Proposer: _____

Address of Proposer: _____

Telephone Number: _____

Date: _____

ATTACHMENT 6:

CERTIFICATE OF AUTHORITY

Provide full names and residences of all persons and parties interested in the foregoing proposal:

(Note: Provide first and last name in full; in case of a corporation, provide names of the President and Treasurer; in the case of a limited liability company, provide names of the individual members and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and, in case of a trust, all the trustees)

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please provide the following information about the Proposer:

1) IF A PROPRIETORSHIP

Name of Owner: _____

Address: _____

Name of Business: _____

Home: _____

2) IF A PARTNERSHIP

Business Name: _____

Business Address: _____

Name and Addresses of Partners

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

3) IF A CORPORATION OR A LIMITED LIABILITY COMPANY

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

4) IF A TRUST

Full Legal Name: _____

Recording Information: _____

Full Names and Address of All Trustees

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature: _____

Printed Name: _____

Title: _____

Name of Proposer: _____

Address of Proposer: _____

Telephone Number: _____

Date: _____

ATTACHMENT 7:

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY

M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

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:

- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant

_____ 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 or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(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 (formerly Chapter 7, Section 40J) 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

ATTACHMENT 8:

PURCHASE AND SALE AGREEMENT

I. PARTIES

Agreement made this ____ day of _____ 2016 by and between the **TOWN OF MENDON**, acting by and through its Board of Selectmen, having a usual place of business at Town Hall, 20 Main Street, Mendon, MA 01756, (hereinafter called the "SELLER") and _____ (hereinafter called the "BUYER").

II. DESCRIPTION

SELLER agrees to sell and BUYER agrees to buy, upon the terms, provisions and conditions and covenants set forth herein, the land with any improvements thereon located at 34 George Street Mendon MA 01756, containing 70,296 +/- sq. ft. on which is sited the Gaskill – Cook Farmhouse thereon. For SELLER's title, see Quitclaim Deed recorded with the Worcester Registry of Deeds in Book 55443, Page 223 and the Plan entitled _____, which is recorded with the Worcester County Registry of Deeds in Plan Book _____, Page _____.

III. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, ETC.

Included in the sale herein as a part of said Premises are any improvements thereon and attached thereto.

IV. COMPLIANCE.

The purchase of the Premises is pursuant to the provisions of M.G.L. Chapter 30B. The terms and conditions contained in the "Sale of Property at 34 George Street" ("RFP") and the BUYER's Proposal in response to the RFP, which are both hereby incorporated by reference into this Agreement. Compliance with the BUYER's Proposal shall survive delivery of the Quitclaim Deed and be a continuing obligation of the BUYER. The BUYER shall use reasonable efforts in implementing the BUYER's Proposal. The use of the Premises as described in the RFP and the BUYER's Proposal shall be included as a deed restriction in any conveyance of the Premises to the BUYER, and shall be subject to a right of reversion to the SELLER in the event of noncompliance. Demolition by neglect or any failure by the BUYER to secure the so-called Farmhouse structure on the Premises or to do or fail to do anything which would lead to further deterioration within the first two (2) months after the date of conveyance of the Property, including but not limited to a failure to make said Farmhouse structure structurally sound, secured, and weather tight, shall trigger a right of reverter to the Town. The provisions of this Paragraph shall be a continuing obligation of the BUYER and shall survive the conveyance of the Premises.

V. TITLE DEED

Said Premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, and said Deed shall convey a good, clear record and marketable title thereto, free from encumbrances, except:

- (a) Building and zoning laws;
- (b) Any and all rights, restrictions or easements of record insofar as the same are in full force and application to the subject Premises;
- (c) Such taxes for the current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments, assessed after the date of this Agreement; and
- (e) Any rights, restrictions and other conditions set forth herein.

VI. TITLE STANDARDS

Any title matter, which is the subject of a title standard of the Massachusetts Real Estate Bar Association (“REBA”) at the time for delivery of the deed, shall be governed by said title standard to the extent applicable. Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Massachusetts Conveyancers Association shall be governed to such standard to the extent applicable.

VII. PURCHASE PRICE

And for such deed and conveyance the BUYER is to pay the sum of _____ Dollars, of which (\$ _____) Dollars has been paid this day, and the balance of _____ Dollars, is to be paid in certified, treasurer’s or bank check, or by wire transfer, upon the delivery of said Deed. Interest is not paid on any deposits.

VIII. TIME FOR PERFORMANCE

The deed for the Premises is to be delivered and the purchase price paid on or before _____, 2016 (“Closing Date”) at a time to be agreed upon by the parties, at the Worcester County Registry of Deeds, or at such other place as may be agreed upon between the parties. It is agreed that time is of the essence during this Agreement.

IX. POSSESSION AND CONDITION OF PREMISES

Full possession of said Premises, free of all tenants and occupants, is to be delivered to the BUYER at the time of the delivery of the deed, the said Premises to be in the same condition as they now are (reasonable use and wear excepted).

X. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the time for performance hereunder the SELLER shall be unable to give title or make conveyance, or deliver possession of the Premises, as herein stipulated, or if at the time of the delivery of the deed, the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereunder shall be extended for a period of thirty (30) days. If at the expiration of the extended time for performance, the SELLER shall have failed to do remove any defects in title, delivery possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

XI. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the right to elect, at the time for the performance hereunder or any extended time for performance hereunder, to accept such title as the SELLER can deliver to said Premises in their then condition, provided that the acceptance of a deed by the BUYER shall be deemed to be a full performance and discharge of this Agreement.

XII. USE OF PURCHASE MONEY TO CLEAR TITLE

SELLER may, if SELLER so desire, at the closing use all or part of the purchase price to clear the title of any encumbrances or interest provided that all instruments necessary for this purpose are recorded by and at the expense of the SELLER simultaneously with the deed, or at such later time as shall be reasonably acceptable to BUYER, and provided further, with respect to discharges of mortgages from insurance companies, banks and credit unions, such discharges may be recorded within a reasonable time after the recording of the deed.

XIII. DEPOSIT

All deposits made hereunder shall be held by SELLER and shall be duly accounted for at the time for performance of this agreement.

In the event of a dispute between the SELLER and the BUYER as to any or all of the provisions of this Agreement or the performance thereof, SELLER shall retain all deposits made hereunder pending written instructions mutually given by the SELLER and the BUYER, or as otherwise ordered by a court of competent jurisdiction.

All deposits shall be retained in a non-interest bearing account, subject to the terms of this Agreement, and shall be duly accounted for at the time for performance of this Agreement.

XIV. BUYER'S DEFAULT

In the event BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, as SELLER's sole and exclusive remedy, whereupon the within Agreement shall be null, void and of no force and effect with no party hereto to have further recourse against the other either at law or in equity.

XV. BROKERS

SELLER and BUYER each warrant that they have not used a broker in this transaction and no broker's commission is due from either party on account of the sale of this property. The provisions of this paragraph shall survive the delivery of the deed.

XVI. VOLUNTARY EXECUTION

The parties declare and acknowledge that they, and each of them, had the opportunity to have independent legal advice by counsel of their own selection; that each party hereto understands the provisions of the within Agreement; and that each party, therefore, signs this Agreement freely and voluntarily.

XVII. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and insures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

XVIII. WARRANTIES AND REPRESENTATIONS

The BUYER represents to the SELLER that the BUYER knows, has examined, and has investigated to the fully satisfaction of the BUYER the physical nature and condition of the premises and the improvements thereon and appurtenances annexed thereto; that neither the SELLER nor any agent, attorney or representative of the SELLER has made any representation whatsoever regarding the subject matter of this sale, or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or condition of the Premises except as expressly set forth in this Agreement; and that the BUYER, in executing, delivering and/or performing this Agreement, does not rely upon any statement indirectly, verbally or in writing, by any individual.

The Buyer acknowledges and agrees that the Buyer has not been influenced to enter into this transaction and the Buyer has not relied upon any warranties or representations not set forth in this Purchase and Sale Agreement. The Buyer represents and warrants that the Premises is being accepted on an "as is" basis, provided, however, that the Buyer has the right to terminate this

Purchase and Sale Agreement if the Buyer finds Hazardous Materials on the Premises in amounts required to be reported to the Department of Environmental Protection. The BUYER acknowledges that the SELLER has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (hereinafter collectively referred to as “Hazardous Materials”) on, in under or emitting from the Premises or for any other condition or defect on the Premises. The provisions of this paragraph shall survive delivery of the deed.

XIX. ACCESS

The BUYER and their agents shall have a right of access to the Premises prior to the time specified for delivery of the SELLER’ Deed, for the purpose of inspecting the condition of the Premises or showing the Premises to prospective mortgage lenders. Said right of access shall be exercised only in the presence of the SELLER or SELLER’ agent(s) and only after reasonable notice to the SELLER.

XX. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER shall be deemed to be a full performance and discharge of every Agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

XXI. CONTINGENCIES

The obligations of the parties are contingent upon the satisfaction of each of the following conditions:

- (a) The BUYER shall have complied with the disclosure provisions of M.G.L. c. 7C, § 38, and the BUYER and the SELLER agree to diligently pursue full compliance with said statute. The SELLER shall prepare and file all required statements;
- (b) Compliance with the provisions of M.G.L. c. 30B, § 16; and
- (c) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by the SELLER.

XXII. ADDITIONAL DOCUMENTS

The BUYER must provide the SELLER with a firm letter of commitment within seven (7) days from the date that the parties execute this Agreement, if the purchase of the Premises is financed by an institutional lender. In addition, the SELLER shall approve the building and

development schedules for the BUYER's development of the Premises; the BUYER's compliance with such schedules shall be a continuing obligation of the BUYER.

Prior to the conveyance of a deed, the SELLER and the BUYER shall negotiate and execute a Preservation Restriction, which is in compliance with M.G.L. c. 184, §§ 31-33, and which is approved by the Massachusetts Historical Commission. Said Preservation Restriction shall be recorded simultaneously with the recording of the deed.

XXIII. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to the BUYER or the SELLER by the other party to this Agreement shall be in writing and shall be deemed to be properly delivered, given or served when personally delivered to the respective parties or, in lieu of personal service, when mailed, certified mail, return receipt requested, addressed to the BUYER or SELLER and their respective attorney at the address set forth herein. Either the BUYER or the SELLER may change its address or attorney by giving written notice of such change to the other party in the manner provided herein.

For the foregoing notice provisions SELLER's notice address is:

SELLER:

Mendon Board of Selectmen
Town Hall
20 Main Street
Mendon, MA 02601

With copies to:

Kimberly Newman, Town Administrator
Town Hall
20 Main Street
Mendon, MA 02601

Brandon H. Moss, Esquire, Town Counsel
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

BUYER:

XXIV. CONSTRUCTION OF AGREEMENT

This instrument executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two (2) or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be construed a part of this agreement or to be used in determining the intent of the parties to it.

XXV. ASSIGNMENT

The BUYER shall not assign, transfer, pledge or convey its rights, duties and obligations under this Agreement without prior written notice to and approval by the SELLER.

The initialed riders, if any, attached hereto, are incorporated herein by reference.

IN WITNESS WHEREOF, the SELLER and the BUYER have executed this Agreement on the date set forth in Paragraph I.

BUYER:

SELLER:

TOWN OF MENDON
Acting by and through its Board of Selectmen

By: _____
Printed Name:
Title:

By: _____
Printed Name:
Title:

By: _____
Printed Name:
Title: