TOWN OF MENDON, MASSACHUSETTS

REQUEST FOR PROPOSALS FOR THE SALE OF AN APPROXIMATELY 1.73-ACRE HOUSE LOT AT 15 INMAN HILL ROAD, MENDON, MASSACHUSETTS

March 27, 2019

PROPOSALS DUE:

May 20, 2019 12:00 P.M. (NOON) LOCAL TIME

Late Proposals Will Be Rejected.

DELIVER COMPLETED PROPOSALS TO:

Kimberly Newman, Town Administrator
Town of Mendon
c/o Office of the Mendon Town Administrator
Mendon Town Hall
20 Main Street
Mendon, MA 01756
knewman@mendonma.gov

REQUEST FOR PROPOSALS

NOTICE TO PROPOSERS

The Town of Mendon, with an address of Mendon Town Hall, 20 Main Street, Mendon, MA 01756 ("the Town"), acting through the Mendon Board of Selectmen, invites the submission of sealed proposals for the sale of an approximately 1.73-acre Town owned house lot at 15 Inman Hill Road, Mendon, MA 01756 ("Property"). The Property is shown as Lot 15 on a plan by Shea Engineering & Surveying, Inc. 76 Uxbridge Road, Mendon, MA 01756, entitled "Plan of Land in Mendon, MA, Prepared for Town of Mendon, 20 Main Street – Mendon MA, Date October 24, 2005" on file at the Mendon Town Administrator's Office, Mendon Town Hall, 20 Main St. Mendon, MA 01756 and at www.mendonma.gov/board-of-selectmen

The minimum responsive sale price is **$115,000.**

The Request for Proposals ("RFP") may be obtained from the Town, c/o Office of the Town Administrator, at the above address, between 9:00 A.M. and 4:00 P.M. local time, Monday through Thursday, beginning on **March 27, 2019**. Sealed Proposals, contained in sealed envelopes marked "RFP: Sale of 15 Inman Hill Road" will be received until 12:00 P.M. (noon) local time, **May 20, 2019**, by the Town, c/o Office of the Mendon Town Administrator, at which time and place all Proposals will be opened. The RFP is also posted on the Mendon Town Website at www.mendonma.gov/board-of-selectmen

All Proposals shall comply with the RFP issued by the Town including, without limitation, the Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals if in the best interest of the Town. Any Proposal submitted will be binding for one hundred eighty (180) days subsequent to the deadline date for receipt of sealed Proposals.

Section 1: Instructions to Proposers

In accordance with the provisions of M.G.L. c. 30B, § 16, the Town, with an address of Mendon Town Hall, 20 Main Street, Mendon, MA 01756 , acting through the Mendon Board of Selectmen, invites the submission of sealed proposals for the sale of the Property, an approximately 1.73-acre Town owned house lot at 15 Inman Hill Road, Mendon, MA 01756.

Copies of the RFP may be obtained from the Town, c/o Office of the Mendon Town Administrator, Mendon Town Hall, 20 Main Street, Mendon, MA 01756 between 9:00 A.M. and 4:00 P.M. local time, Monday through Thursday, beginning on **March 27, 2019**.

A voluntary viewing of the property will be held on **April 17, 2019** at 12:00 P.M. (noon) EST at 15 Inman Hill Road, Mendon, MA. Sign-up through Kimberly Newman, Town Administrator, by telephone 508.478.8863, by **April 15, 2019** 12:00 P.M. (noon) EST required.

Questions regarding this RFP shall be submitted in writing and shall be delivered to Kimberly Newman, Town Administrator, at Mendon Town Hall, 20 Main Street, Mendon, MA 01756, or at knewman@mendonma.gov no later than the close of business (4:00 P.M.) on **May 13, 2019**. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Sealed Proposals, contained in sealed envelopes marked "RFP: Sale of 15 Inman Hill Road" will be received until 12:00 P.M. noon local time, **May 20,12019**, by the Town Administrator, at which time all Proposals will be opened at Mendon Town Hall, 20 Main Street, Mendon, MA 01756. If said offices are closed due to weather or other emergency, the deadline for receipt of Proposals shall be extended until the same time on the next business day that said offices are open. All Proposals shall conform to the requirements of M.G.L. c. 30B, § 16 and applicable procurement regulations.

Each Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Office of the Mendon Town Administrator shall be considered official. No late Proposals shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for one hundred eighty (180) days subsequent to the time of the opening of Proposals.

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 or preliminary engineering analyses.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with all the conditions of the proposed Purchase and Sale Agreement. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the Town

immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Purchase and Sale Agreement with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP. The successful Proposer shall be required to execute a Purchase and Sale Agreement substantially similar to the Purchase and Sale Agreement which is attached hereto and incorporated herein by reference.

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 within one hundred eighty (180) calendar days from the opening of the sealed Proposals. All prices submitted in response to the RFP shall remain firm for one hundred eighty (180) calendar days following the opening of Proposals. All Proposals shall be properly signed. The Purchase and Sale Agreement will be awarded within one hundred eighty (180) calendar days of the opening of Proposals as described above.

Proposals that include conditions will be considered by the Town. However, Proposals that include numerous conditions that require the Town to expend considerable time and / or money may be deemed as not in the Town's best interest. In such circumstances, the Proposal may be eliminated from further consideration at the sole discretion of the Town.

Any Purchase and Sale Agreement of 15 Inman Hill Road by the Town will be awarded, if at all, pursuant to M. G. L. c. 30B, § 16, to the highest responsive and responsible proposer.

Nothing in this RFP will compel the Town to award a Purchase and Sale Agreement. The Town may cancel this RFP, may waive, to the extent allowed by law, any informalities, and may reject any and all Proposals, if the Town, in its sole discretion, determines said action to be 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.

The Successful Proposer shall, within ten (10) days after presentation thereof by the Town, execute a Purchase and Sale Agreement in accordance with the terms of this RFP, in the form of the attached Purchase and Sale Agreement. Such ten (10) day period may be extended by written agreement of the Town and the Successful Proposer, executed prior to the expiration of said ten (10) day period.

Corrections, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF PROPOSAL RELATED TO SALE OF 15 INMAN HILL ROAD." No corrections, modifications, or withdrawal of Proposals shall be permitted after Proposals have been opened.

M.G.L. c. 30B, § 16 which is incorporated herein by reference, will govern all procedures.

For further information, refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

Section 2: Pre-Proposal Voluntary Viewing, Questions and Inquries, Final Inquiry Date

A. Pre-Proposal Voluntary Viewing

A voluntary viewing of the Property will be held on **April 17, 2019** at 12:00 P.M. (noon) EST at 15 Inman Hill Road, Mendon, MA. Proposers must sign-up with Kimberly Newman, Town Administrator, by telephone 508.478.8863, by **April 15, 2019** by 12:00 noon P.M. (noon) EST to attend.

B. Questions and Inquiries

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Town, c/o / Kimberly Newman, Town Administrator, 20 Main Street, Mendon, MA 01756, or at knewman@mendonma.gov no later than the close of business (4:00 P.M.) on **May 13, 2019**. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Section 3: Description of the Property

1. Property

The Property consists of an approximate 1.73-acre Town owned house lot at 15 Inman Hill Road, Mendon, MA 01756. The Property is shown as Lot 15 on a plan by Shea Engineering & Surveying Inc., 76 Uxbridge Road, Mendon, MA 01756, entitled "Plan of Land in Mendon, MA, Prepared for Town of Mendon, 20 Main Street – Mendon MA, Date October 24, 2005" on file at Mendon Town Administrator Office, Mendon Town Hall, 20 Main St. Mendon, MA 01756 and at www.mendonma.gov/board-of-selectmen on the Board of Selectmen's page.

The property is zoned Rural Residential. The complete Mendon Zoning Bylaws can be accessed from the Town website at http://www.mendonma.gov/sites/mendonma/files/file/file/mendon_zoning_by-laws_as_of_5.2.14.pdf

The Town makes no representations of any kind with respect to the building's adequacy for reuse. The Property is offered for sale in "AS IS CONDITION," as the Town has no intentions of making any improvements to the Property prior to any Sale. Interested parties will be permitted to perform engineering surveys at their own expense, provided that any such inspection or survey is approved in advance in writing, by the Town.

ESTIMATED VALUE, SOURCE OF VALUATION

The minimum bid price accepted is **$115,000**. This is based on the assessed value of the property, the prices of comparable lots recently sold in Mendon, and its attributes, including that it abuts 500+ acres of protected open space.

ADDITIONAL INFORMATION

The Successful Proposer shall, within ten (10) days of being so notified by the Town, execute a Purchase and Sale Agreement in accordance with the terms of this RFP, in the form of the attached Purchase and Sale Agreement, or earlier, unless agreement made otherwise with the Mendon Board of Selectmen.

Section 4: Projected Selection Timeline

RFP Published in Central Register	**3/27/19**
RFP Published in THE MILFORD DAILY NEWS	**4/1/19 & 4/8/19**
RFP Available	**3/27/19** 9:00 A.M.
Last day to sign-up for Pre-Proposal Voluntary Property Viewing through Kimberly Newman, Town Administrator	**4/15/19** 12:00 P.M. (Noon)
Pre-Proposal Voluntary Property Viewing at 15 Inman Hill Road	**4/17/19** 12:00 P.M. (Noon)
Final Inquiry Deadline	**5/13/19** 4:00 P.M.
Proposals Due to Awarding Authority at: Town of Mendon, Office of the Mendon Town Administrator, 20 Main Street, Mendon, MA 01756	**5/20/19** 12:00 P.M. (Noon)

Section 5: Submission of Proposals

Sealed Proposals, contained in sealed envelopes marked "RFP: Sale of 15 Inman Hill Road" will be received until 12:00 P.M. (noon) local time **May 20, 2019**, by the Town, c/o Kimberly Newman, Town Administrator, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, or at knewman@mendonma.gov at which time and place all Proposals will be opened. The clock in the Office of the Mendon Town Administrator will be considered official. No late Proposals will be accepted. Faxed Proposals are not acceptable. All Proposals shall conform to

the requirements of M.G.L. c. 30B, § 16 and applicable procurement regulations. Proposals shall be received in a sealed envelope, clearly marked "RFP: Sale of 15 Inman Hill Road." The Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. Each Proposal shall include a Price Proposal and a Non-Price Proposal. Each Proposal shall be submitted in accordance with the Proposal Submission Requirements set forth herein in order to be considered for award. All Proposals submitted shall be typed or printed using a standard twelve (12)-point font and a blank line between paragraphs. Pages shall be numbered.

Each Proposal shall be submitted in accordance with the Proposal Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for one hundred eighty (180) calendar days subsequent to the time of the opening of Proposals.

Section 6: Proposal Submission Requirements

I. PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Appendix 1. The Price Proposal Form shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

II. NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least one hundred eighty (180) calendar days from the opening of Proposals.

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

C. Main Content

1) A fully executed Price Proposal Form.
2) A fully executed Certificate of Non-Collusion.
3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A).

4) A fully executed Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
5) A fully executed Conflict of Interest Certification (M.G.L. c.268A).
6) A fully executed Certificate of Corporate Proposer.
7) A fully executed Certificate of Compliance with M.G.L. c. 151B.
8) A fully executed Certificate of Non-Debarment.
9) The name, address, telephone number and email address of the individual submitting the Proposal who will serve as the Proposer's primary contact with the Town.
10) A statement that the Proposer has visited the Property and is fully acquainted with the conditions as they exist.
11) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the purchasing of property.
12) A statement of the financial ability of the Proposer to complete the purchase. Such statement may include bank statements, evidence of having a substantial cash down payment, a letter of commitment r letter of commitment from a lending institution, or any other documents that demonstrate the financial resources of the Proposer.

Section 7. Selection Criteria

1. Minimum Evaluation Criteria

In order to be considered, a Proposal shall comply with the requirements set forth in Section 6 above.

2. Financial Viability

Advantageous Proposal features: If the Proposer presents a bank statement, letter of commitment from a lending institution or other convincing documentary evidence that demonstrates that it has access to funds equal to or greater than one hundred percent (100 %) of the cost of the total purchase price, the Proposal will be rated advantageous.

Disadvantageous Proposal features: If the Proposer does not present written evidence that demonstrates that it has access to funds at least equal to one hundred percent (100 %) of the cost of the purchase price and proposed renovations to the building and grounds, the Proposal will be rated disadvantageous.

3. Highest Bid

Advantageous Proposal features: If the Proposer submits the highest bid price.

Disadvantageous Proposal features: If the Proposer does not submit the highest bid price.

Section 8. Final Selection and Award of Purchase and Sale Agreement.

The Review Committee will review and rate the Proposals and rank them.

Based upon the Review Committee's analysis of the Proposals, the Review Committee will make a recommendation to the Board of Selectmen concerning which Proposal the Town should accept. Any Sale of the Property by the Town will be awarded, if at all, pursuant to M.G.L. c. 30B, § 16, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

Section 9. Compliance with Laws

The Purchaser shall comply with all applicable provisions of Federal, Massachusetts and local law, including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended.

Section 10. Insurance

DELETED

Section 11. Indemnification

The Purchaser shall assume all indemnification responsibilities described in the Purchase and Sale Agreement which is a part of this RFP and is incorporated herein by reference.

Section 12. Appendices/Exhibits

Appendices

1. Price Proposal Form.
2. Certificate of Non-Collusion.
3. Certificate of Tax Compliance. (M.G.L., c.62C, §49A).
4. Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
5. Conflict of Interest Certification (M.G.L. c.268A).
6. Certificate of Corporate Proposer.
7. Certificate of Compliance with M.G.L. c. 151B.
8. Certificate of Non-Debarment.
9. Purchase and Sale Agreement.

Exhibits

A. Plan depicting the Property.
B. Property Description
C. Sewage disposal plan

Appendix 1
Price Proposal Form

Please print legibly.

For a purchase, the undersigned hereby submits the following price:

_____
Total in numbers

_____
Total in words

Price Proposal Form

_____
Printed Name

_____ _____
Authorized Signature **Date**

_____
Printed Name

_____
Printed Title
If a Corporation:

Full Legal Name _____

Officers of Corporation and Addresses_____

_____

_____

State of Incorporation_____

Principal of Business _____**Zip Code**_____

Qualified in Massachusetts **Yes**_____ **No**_____

Place of Business in MA_____**Zip Code** _____ **Tel.**____

Full Legal Name of Surety Company_____

Principal Place of Business _____

_____

Admitted in Massachusetts **Yes**_____ **No** _____

Place of Business in MA _____**Zip Code** _____ **Tel.**_____

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under 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.

_____
Printed Name of Proposer

_____
Printed Address of Proposer

_____

_____
Telephone Number

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C,§49A, I certify 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.

_____
Printed Name of Proposer

_____
Printed Address of Proposer

_____

_____
Telephone Number

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

Appendix 4
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, AGEEMENT, 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 timeshares 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 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

Appendix 5
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

_____
Printed Address of Proposer

_____

_____
Telephone Number

By: _____
(Signature)

_____
Printed Name

_____
Printed Title

_____
Date

Appendix 6
CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the _____ of the Corporation named as Proposer in the attached Proposal; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Proposal was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Printed Name of Proposer

_____

Printed Address of Proposer

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 7
CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all Supplier Diversity Office (SDO) thresholds, as applicable, if they have been established in conjunction with this Request for Proposals.

Printed Name of Proposer

_____

Printed Address of Proposer

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town within one (1) business day of such debarment, suspension, or prohibition from practice.

_____

Printed Name of Proposer

_____

Printed Address of Proposer

_____

_____

Telephone Number

By: _____

(Signature)

_____

Printed Name

_____

Printed Title

_____

Date

Appendix 9
Purchase and Sale Agreement

STANDARD FORM

PURCHASE AND SALE AGREEMENT

This _____ day of_____, 2019.

1. PARTIES AND MAILING ADDRESSES

The Town of Mendon, with an address of Mendon Town Hall, 20 Main Street, Mendon, MA 01756, by the Mendon Board of Selectmen, hereinafter called the SELLER, agree to SELL to _____, with an address of _____, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises (also known as the "Property"):

2. DESCRIPTION

The Property is an approximately 1.73-acre house lot at 15 Inman Hill Road, Mendon, MA 01756, which is held by the Town ("The Property"). The Property is shown as Lot 15 on a plan by Shea Engineering & Surveying Inc. 76 Uxbridge Road, Mendon, MA 01756, entitled "Plan of Land in Mendon, MA, Prepared for Town of Mendon, 20 Main Street – Mendon MA, Date October 24, 2005." For title reference, see deed from Robert F. Kelly and Pauline L. Kelly to the Town of Mendon, dated December 4,2001, and recorded with the Worcester County Registry of Deeds at Book 25411, Page _307

3. AS IS CONDITION

The Property is offered for sale in an AS IS CONDITION. The parties understand that the SELLER will not make any warranties regarding the Property and will not make any improvements to the Property.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

(a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then 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;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with proposed use of said premises;

Any title matter which is the subject of a Title Standard of the Massachusetts Conveyancers' Association at the time for delivery of the deed shall be governed by said Title Standard to the extent applicable.

5. PLANS

If the BUYER desires a new plan of the premises the BUYER shall obtain such plan at the BUYER'S expense.

6. PURCHASE PRICE

The agreed purchase price for said premises is _____ ($_____) dollars, of which $0 was paid at the time of submission of the BUYER'S proposal. A non-refundable deposit of 5% of the purchase price will be required at the time of acceptance of the award. $ _____has been paid as a deposit this day and $ _____ is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

$

$ TOTAL

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at _____. on or before the _____ day of_____, 201_, at the Middlesex South County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof.

The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause, after reasonable prior notice to the SELLER and in the presence of a representative of the SELLER. Any inspection requiring boring or other disturbance of the Property shall require prior written permission from the Town. Any disturbance or damage to the Property caused by such inspection shall be repaired by, and the Property shall be restored to its condition prior to the inspection by, the person conducting the inspection.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all 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 the 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 hereof shall be extended for a period of thirty (30) days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then at the BUYER'S option, upon written notice from the Buyer to the Seller, 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 and without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, 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.

13. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. INSURANCE

INTENTIONALLY DELETED

15. ADJUSTMENTS

Real estate taxes and water and sewer use charges shall be apportioned and any fuel value shall be adjusted as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

INTENTIONALLY DELETED

17. DEPOSIT

All deposits made hereunder shall be held in escrow by the SELLER subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

18. BUYER'S DEFAULT; DAMAGES

If the 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, and not as a penalty, and this shall be the SELLER'S sole remedy, at law or in equity, for such default.

19. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor the BUYER so executing, nor any shareholder or beneficiary of any trust, or any individual signatory to this Agreement shall be personally liable for any obligation, express or implied, hereunder.

20. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE

21. CONSTRUCTION OF AGREEMENT

This instrument, executed in four (4) 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 inures 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 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 considered a part of this Agreement or to be used in determining the intent of the parties to it.

22. BROKER COMMISSION OR FEE

The SELLER shall not have any obligation to pay any brokerage commission or fee to any person or entity regarding the acquisition of said premises. The BUYER agrees to indemnify the SELLER against and to hold the SELLER harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted regarding this transaction. The provisions of this paragraph shall survive delivery of the deed.

23. ACCESS TO PREMISES

BUYER may from time to time and at reasonable times prior to the date of the delivery of the deed hereunder, enter the premises to inspect, to take measurements, and to show the premises to prospective mortgage lenders. Said right of access shall be exercised only in the presence of SELLER and only after reasonable prior notice to the SELLER.

24. NOTICE

All notices required or to be given hereunder shall be in writing and deemed duly given when delivered or mailed, postage prepaid, addressed as follows:

If to SELLER:

Mendon Board of Selectmen
Mendon Town Hall
20 Main Street
Mendon, MA 01756

with a copy to:

Cynthia Amara, Esquire
Murphy, Hesse, Toomey & Lehane, Llp
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

And

If to BUYER:

with a copy to

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

25. MISCELLANEOUS

(a) The parties agree to sign such ordinary and usual documents as are reasonably required by the BUYER'S mortgage lender, if applicable, to provide the BUYER with mortgage financing;

(b) Subject to the provisions of Section 4 above, this Agreement shall not be assigned by either party without the prior express written approval of the other party;

(c) If any provision of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law; and

(d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law principles.

SELLER:
Town of Mendon

by: the Mendon Board of Selectmen

_____
Christopher Burke

_____
Mark Reil

_____

Dated: _____

BUYER:

_____
Signature

_____
Printed Name

_____
Printed Title

Dated: _____

EXTENSION OF TIME FOR PERFORMANCE

Date

The time for the performance of the foregoing Agreement is extended until o'clock __M. on the ___ day of _____ 20___, time still being of the essence of this Agreement as extended. In all other respects, this Agreement is hereby ratified and confirmed.

This extension, executed in four (4) counterparts, is intended to take effect as a sealed instrument.

BUYER

SELLER

Exhibit A

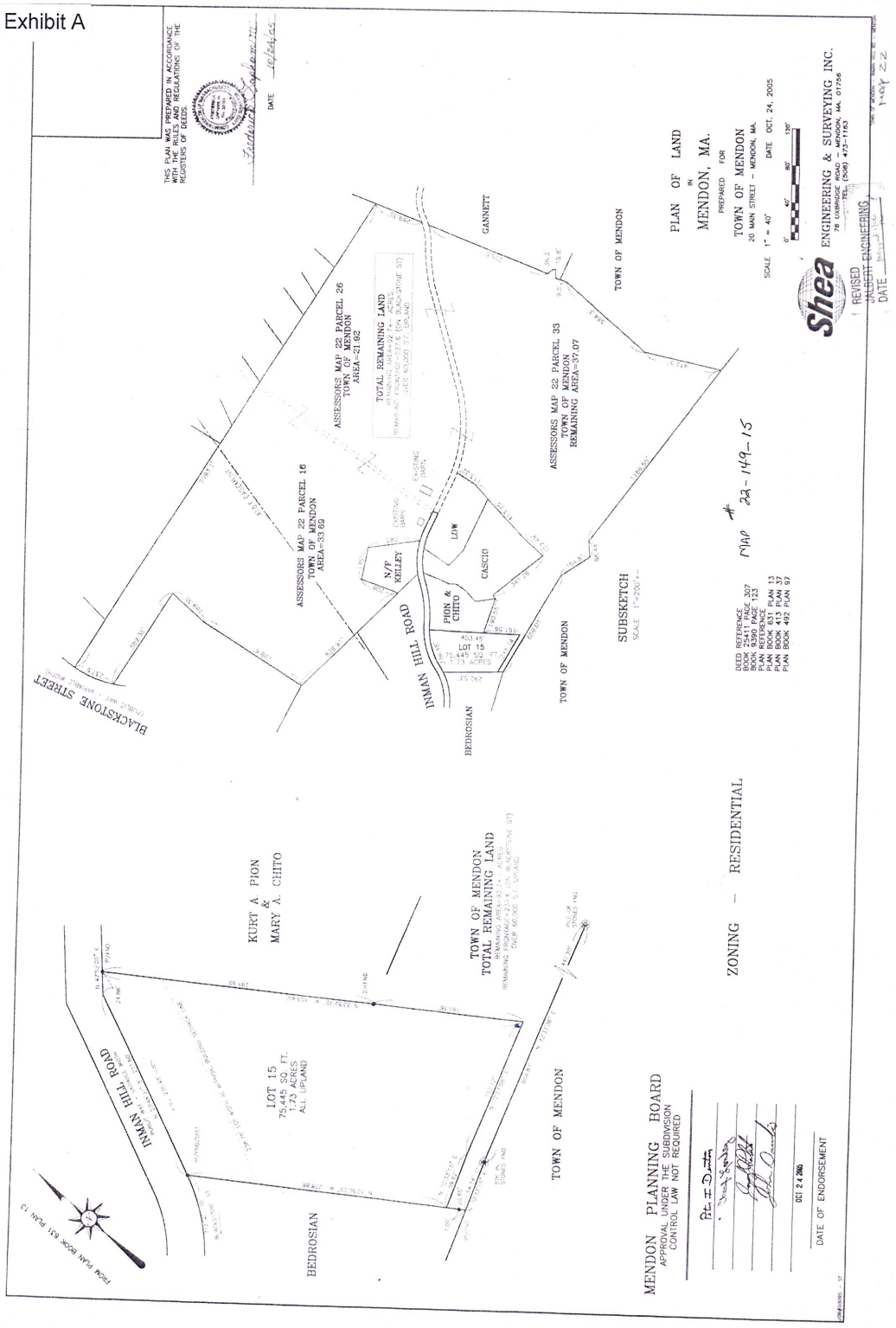
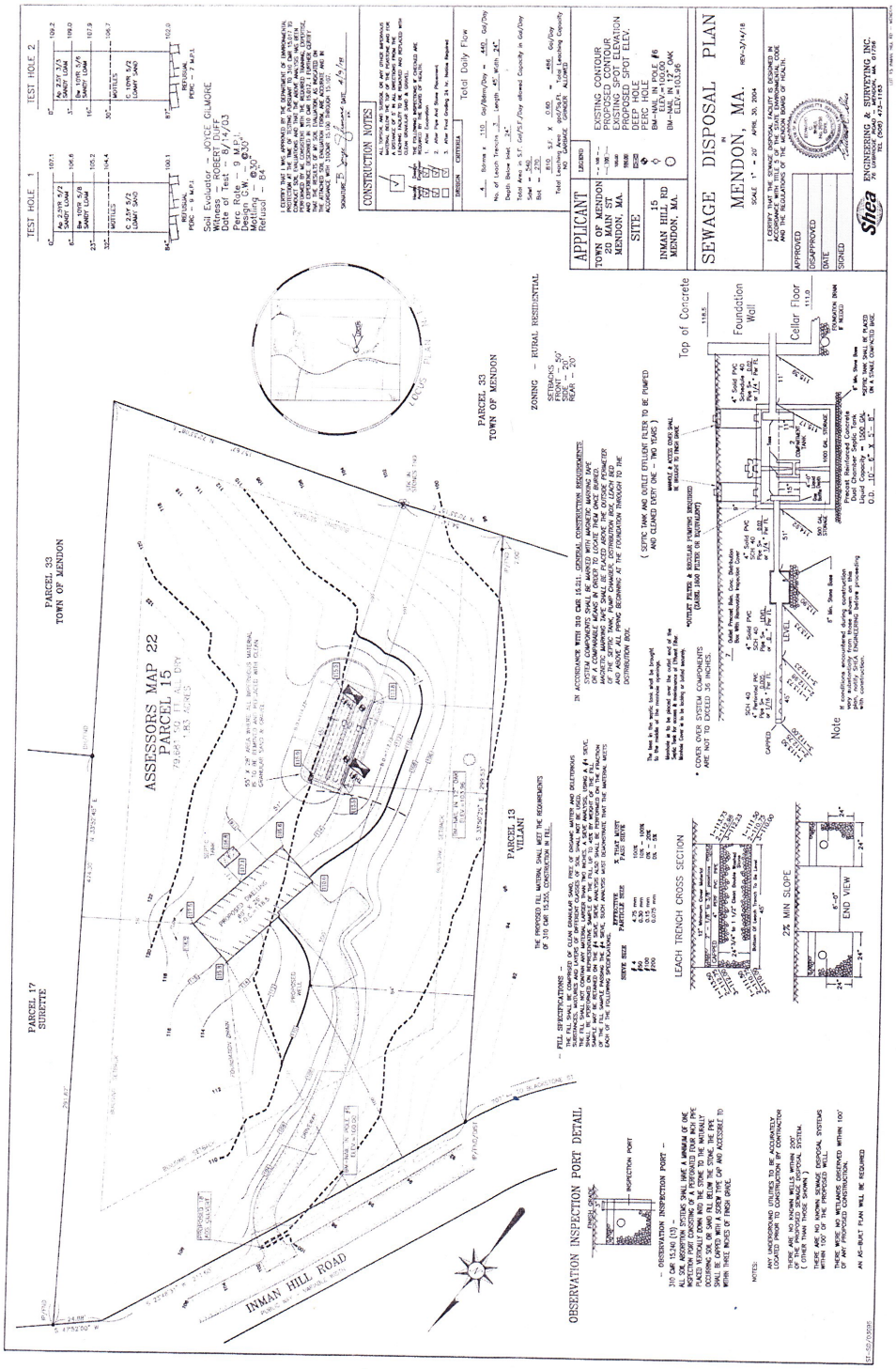


Exhibit B

The Property is an approximate 1.73-acre house lot at 15 Inman Hill Road, Mendon, MA 01756, which is held by the Town. The Property is shown as Lot 15 on a plan by Shea Engineering & Surveying Inc. 76 Uxbridge Road, Mendon, MA 01756, entitled "Plan of Land in Mendon, MA, Prepared for Town of Mendon, 20 Main Street – Mendon MA, Date October 24, 2005." on file at Mendon Town Administrator Office, Mendon Town Hall, 20 Main St. Mendon, MA 01756 and www.mendonma.gov/board-of-selectmen
For title reference, see deed from Robert F. Kelly and Pauline L. Kelly to the Town of Mendon, dated December 4, 2001, and recorded with the Worcester County Registry of Deeds at Book 25411, Page 307.

Exhibit C


SEWAGE DISPOSAL PLAN
IN
MENDON, MA.
SCALE 1" = 20' APRIL 30, 2004
REV-3/14/18
APPLICANT
TOWN OF MENDON
20 MAIN ST
MENDON, MA.
SITE
INMAN HILL RD
MENDON, MA.
15
EXISTING CONTOUR
PROPOSED CONTOUR
EXISTING SPOT ELEVATION
PROPOSED SPOT ELEV.
DEEP HOLE
PERC HOLE
BM-NAIL IN 10" OAK
BM-NAIL IN 12" OAK
ELEV=415.86
TEST HOLE 1
TEST HOLE 2
Soil Evaluator - JOYCE GILMORE
Witness - ROBERT DUFF
Date of Test - 6/14/03
Perc Rate
Design T.R. - 9 M.P.I.
Mottling @ 30"
Refusal - 84"
CONSTRUCTION NOTES
Total Daily Flow
PARCEL 53
TOWN OF MENDON
PARCEL 17
SURETTE
PARCEL 13
VILLANI
ASSESSORS MAP 22
PARCEL 15
INMAN HILL ROAD
ZONING - RURAL RESIDENTIAL
SETBACKS
FRONT - 50'
SIDE - 20'
REAR - 20'
OBSERVATION INSPECTION PORT DETAIL
LEACH TRENCH CROSS SECTION
2% MIN SLOPE
END VIEW
Note
Top of Concrete
Foundation Wall
Cellar Floor
APPROVED
DISAPPROVED
DATE
SIGNED
ENGINEERING & SURVEYING INC.
77 WORCESTER STREET, WELLESLEY, MA. 02481
TEL. (508) 473-1183