

Town of Winchendon

Request for Proposals

for the
Purchase and Development
of

4 Summer Drive and Abutting Vacant Property

located at

**Summer Drive, Winchendon
Massachusetts**

Proposals Due

11:00 A.M.
on Monday, December 7, 2020

Office of the Town Manager
Winchendon Town Hall
109 Front Street, 4th Floor
Winchendon, MA 01475

1) Property Description

The Town of Winchendon is offering for sale, through the Request for Proposals (“RFP”) process, in accordance with Massachusetts General Laws Chapter 30B and Article 13 of the September 28, 2020 Town Meeting, land and improvements known as the “4 Summer Drive and Abutting Vacant Property,” located on Summer Drive, Winchendon, Massachusetts (the “Property”). The Property consists of two contiguous lots, designated as Assessor’s Map 5B3, Parcel 160 comprised of 1.33 acres of land, more or less, and Assessor’s Map 5B3, Parcel 158 comprised of .25 acres of land, more or less. The Town acquired the Property by a Judgment in Tax Lien Case dated June 28, 2018, recorded with the Worcester South District Registry of Deeds in Book 59058, Page 182. The building on the Property was built in approximately 1900 and has a gross area of 11,755 square feet, more or less (the “Building”). The assessed value of the Property is \$186,000. The Property was designed and occupied as a warehouse. The Building is in a poor condition.

For the purposes of this RFP, the term "Town" shall mean the Town of Winchendon, and the term "Town Manager" shall mean the Town of Winchendon Town Manager. The aforementioned terms shall also mean "or its designee." The term "Project" shall mean and refer to development and construction of the property known as the 4 Summer Drive and Abutting Lot Property located on Summer Drive, Winchendon, Massachusetts.

2) Purpose

The Town is requesting proposals from interested parties, with statements of qualifications, to purchase and develop the Property in accordance with design standards and restrictions specified herein. It is the objective of the Town that the Property be developed for commercial use permitted as of right in the current zoning described below.

3) Zoning

The Property is located in the PD Planned Development Zone.

Interested parties should review for themselves the zoning and other permitting requirements.

4) Proposal Packages, Project Information and Submission Deadline

Parties interested in responding to this RFP are invited to submit a proposal in accordance with the following terms and conditions. With submission of a response to this RFP, the interested party acknowledges that he or she has read and understands the requirements and conditions herein.

Availability of Proposal Packages - All interested parties must obtain a copy of this RFP from the Office of the Town Manager at Winchendon Town Hall, 109 Front Street, 4th Floor, Winchendon, MA 01475 by contacting Keith R. Hickey, Town Manager, at khickey@townofwinchendon.com or Telephone (978) 297-0085, Monday through Thursday between the hours of 8:00 a.m. and 5:00 p.m., holidays excepted.

Submission Deadline - Sealed proposals must be received at the Office of the Town Manager no later than 11:00 a.m. on Monday, the 7th day of December, 2020. Late, faxed or emailed proposals will not be accepted. The front page of the proposal package must be clearly marked with the words "Summer Drive Proposal."

Pre-Submittal Meeting and Property View - Interested parties will have the opportunity to attend a pre-submittal meeting, to be held at Winchendon Town Hall, 109 Front Street, Winchendon, Massachusetts, on Wednesday, November 18, 2020 at 11:00 a.m., at which time Town representatives will review the materials included in this RFP and respond to questions about the Property, the selection process and related issues. Town representatives will then conduct a view of the Property for interested parties. Interested parties may, on a separate date, arrange to conduct an inspection of the Property for purposes and under conditions agreeable to the Town.

Questions - Written responses will be provided to requests for clarification of the provisions of this RFP, including the documents attached hereto; to all questions raised at the pre-submittal meeting; and to those questions otherwise submitted in writing, and will be distributed to all parties who have received an RFP. In the sole discretion of the Town, written responses to questions raised during the Property view, or submitted in writing to the Town subsequent to the pre-submittal meeting and Property view, will be similarly distributed. The Selectmen are not obligated, in any way, to waive RFP requirements, or create exceptions, for respondents who choose not to attend the pre-submittal meeting or Property view. Written questions must be submitted to Office of the Selectmen, 109 Front Street, 4th Floor, Winchendon, Massachusetts 01475 with "Summer Drive Question" clearly marked on the outside, no later than 11:00 a.m. on Monday, November 30, 2020.

5) **Proposal Review and Selection Process**

Review Authority – The Board of Selectmen will oversee the review of all submitted proposal packages. The Board of Selectmen may delegate the review task and accompanying responsibilities to its designee, which may be any individual, individuals or a committee to be formed or already existing, as the Board of Selectmen deems in its sole discretion to be appropriate.

Review Basis - Each proposal will be evaluated and scored based on the proposal's responsiveness to Town interests, compatibility with Town criteria and development considerations, and other selection criteria as specified in Appendix A attached hereto. The statement of qualifications of each respondent will be reviewed and scored to identify those who possess the development and construction experience, good standing in the industry, and the financial stability and capacity to develop the Project to completion.

Distribution of Proposals - During the review process, the proposal packages may be directed to such Town boards, committees and, individuals whose comments and observations the Board of Selectmen deems will assist in the selection process. The Board of Selectmen may also seek advice and recommendations from Town counsel during the review process.

Additional Information/Interviews - The Selectmen may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Respondents may also be invited to appear before the Selectmen, which shall occur at an open, public meeting. Failure to comply with this request will result in a rejection of the proposal at issue. The right to an interview does not automatically extend to all whose proposals are accepted for review, but is granted in the sole discretion of the Selectmen.

Ranking and Award - The Selectmen will rank the submitted proposals in accordance with their respective scores. From this ranking, the Selectmen may select proposals for further review. The Selectmen shall award the Project to the proposal that is most advantageous to the Town taking into consideration the selection criteria and the financial terms of all proposals that meet the minimum criteria.

Right to Withdraw - Proposals may be withdrawn without penalty prior to the submission deadline by written request to the Selectmen.

6) Rights Reserved by Town

- The Selectmen reserve the right, in their sole discretion, to select one or more finalists to submit and negotiate a more fully developed response. The Selectmen reserve the right to waive minor irregularities or defects contained in any proposal and to allow exceptions to the specifications and requirements herein, provided that such waiver or exception does not materially alter the conditions under which all proposals were submitted.
- Each respondent must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Town reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information.
- The Town reserves the right to disqualify respondents if the submittals are not based on reasonable market assumptions.
- The Town reserves the right to reject or accept, in its sole discretion, any conditional proposal that is submitted.
- The Town reserves the right to reject any and all proposals, or to cancel the RFP, with no penalty, if deemed to be in the best interests of the Town.

7) Minimum Submittal Requirements

The proposal package must consist of a price proposal and a development proposal. Otherwise, each respondent must, at a minimum, submit the information and meet the standards indicated below. Failure to meet minimum submittal requirements will be sufficient cause to reject a proposal. Respondents are solely responsible for reviewing all the provisions of this RFP and any attachments, prior to submitting a proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP may be rejected. All proposals, including price proposals, shall be opened publicly at the time of proposal opening.

- a. Original/Copies - In a sealed package, submit one (1) unbound original and six (6) bound copies of the proposal, complete with all back-up materials for each proposal package. Submit the proposal package by 11 a.m. on Monday, December 7, 2020 to:
- Office of the Town Manager
109 Front Street, 4th Floor
Winchendon, MA 01475
- b. Format - Proposals must be submitted in an 8½" x 11" format for text, and to the extent practical, for graphics. Oversized pages or graphics should be folded to 8½" x 11".
- c. Proposal Security - Proposal security in the form of a certified check, cashier's check or bid bond payable to the Town of Winchendon in the amount of Five Thousand (\$5,000.00) Dollars must accompany the proposal package. The proposal security of parties not selected will be returned within a reasonable time after the date of an award. Proposal packages which fail to include security, or those of responding parties who fail to provide the aforementioned security by the submission deadline, will be summarily rejected as non-responsive.
- d. Cover Letter - A cover letter must include a statement of interest, identify the primary respondent company, the proposed Property purchaser and the name, address and contact information of all interested parties.
- e. Price Proposal Form - The proposal package must include a Price Proposal Form, indicating the proposed purchase price for the Property. Respondents shall use the form attached to this RFP.
- f. Development Team Qualifications - The proposal must identify the principal and support members of the development team (i.e., the persons who will carry out the development plan). A resume for each person must be attached which demonstrates the qualifications, experience, and role of each member in the proposed development of the Property and their collective and individual ability to carry out those roles, including their experience with similar development projects. References for each development team member must also be included.
- g. Development Experience - Included must be a description of the respondent's experience in property development and construction, projects currently

underway and projects scheduled over the next three years with emphasis on projects similar to this proposal. Include client contact names and telephone numbers.

- h. Financing and Financial Capacity - The respondent must indicate how the Project acquisition, development and construction will be financed. If financing will be provided by a lending institution, a pre-approval letter must be provided from the lender acknowledging that the respondent has sufficient financial resources to purchase, develop and complete the Project. The Town is willing to entertain proposals that have financing schemes that could involve public/private financing and related arrangements, especially if the use of such specific schemes better facilitate the attainment of the Town's financial and property use goals.
- i. Development Plan - The respondent's proposal must include a detailed Development Plan in conformance with the guidelines set forth in this RFP.
- j. Condition of Property - The respondent must represent and warrant that it, or its agents, have conducted a full inspection of the Property, and based on such investigation, is aware of the condition of the Property and will accept the Property "as is." The respondent must acknowledge that the Town has no responsibility for hazardous waste, oil, hazardous material or hazardous substances as those terms are defined under any applicable law, rule, or regulation, local, state, federal, or otherwise, on, in, under or emitting from the Property, or for any other condition or defect on the Property.
- k. Time Frame - Respondent shall provide a development time line including permitting, design, construction phasing, completion and occupancy schedules.
- l. Statement of Benefit - Proposals should include a description of projected benefits to the Town, whether financial or otherwise, including, but not limited to, the number of jobs anticipated to be created, if the proposal is accepted.
- m. Required Documents - Each proposal must include the following executed documents (See Appendix B):

- Price Proposal Form
- Respondent Entity Disclosure Statement

- Certificate of Non-Collusion
- Tax Compliance Certificate
- Disclosure Statement
- Certificate of Authority

8) **Design Criteria**

It is the primary objective of the Town to ensure that any new development is appropriate in size, scope and appearance to the neighborhood. It is the further objective of the Town to seek out "green" designs in every possible aspect of the development, and to reward plans that emphasize setbacks, effectively utilize landscaping and shield paved areas from neighborhood view.

9) **Development Plan**

Respondents must submit a development plan ("Development Plan") that provides a detailed analysis of their proposed use of the Property, which must include the following components:

- a. Narrative description of the Project concept focusing on land and building improvements and how they conform to zoning regulations; primary construction type or materials.
- b. Conceptual site plan showing the perimeter lot lines of the parcel, proposed building footprint(s), parking, roads, sidewalks, pathways, landscaping, any utilities and easements, and other site and building improvements that contribute to the Project.
- c. Development impact analysis that provides a brief assessment of the positive and/or negative impacts that the Project will have on the Town and neighborhood and mitigation measures that will be taken to alleviate negative impacts. At a minimum, impact analyses shall address:

- Air quality
- Noise
- Traffic
- Public health and safety requirements
- Municipal economic impact

-Impact on municipal services

- d. Conceptual building plans and elevations.
- e. Conceptual landscape plans.
- f. Plan for temporary and permanent storm water and erosion control methods to be employed, maintained and made stable.
- g. Preliminary Project pro-forma including the expected type of commercial development, a preliminary development budget and a financing plan (including a list of all anticipated sources of funds).
- h. Development time line from the award of the Project, through design, construction and marketing to occupancy.
- i. Description of how the Project will be taken through the public review and permitting processes.
- j. Financial benefits analysis that identifies how the Project will enhance Town revenues, and what other economic benefits, if any, will result.

10) Purchase and Sale Agreement

The respondent who is awarded the Project shall be required to enter a Purchase and Sale Agreement (P&S) with the Town for the Property which shall incorporate the terms and conditions of this RFP, shall contain provisions customary to purchase and sale agreements under similar circumstances, and shall incorporate, by reference, the Land Development Agreement agreed to between the Town and the successful respondent. The P&S shall be substantially similar to the document attached hereto as Exhibit A. The P&S shall be executed within sixty (60) days of the award of the Project. Further included shall be:

- a. The purchase price;
- b. Requirement for a deposit of Five Thousand (\$5,000.00) Dollars;

- c. A clause affirming the conditions upon which a closing will occur. Once said conditions have been met to the satisfaction of the Town, the closing shall occur within thirty (30) days, time being of the essence;
- d. A clause stating that the use of the Property shall be restricted to the use, scale and design presented in the respondent's proposal, which proposal shall be incorporated by reference, in its entirety within the P&S;
- e. A statement that the proposed Land Development Agreement shall be incorporated by reference, in its entirety, within the P&S; and
- h. A provision that the closing shall not occur until the respondent has: (i) secured all permits and approvals required for the Project (including expiration of any appeal periods with no appeals having been taken), (ii) provided evidence to the Town that it has secured all necessary financing for the Project, and (iii) otherwise complied with all requirements in the P&S.

11) Land Development Agreement

At the closing on the Property, the Town of Winchendon and the respondent (developer) who is awarded the Project shall execute and record a Land Development Agreement (LDA). The LDA shall be negotiated, and the terms thereof agreed upon, in conjunction with the negotiation of the P&S. The LDA shall be recorded with the deed from the Town to the developer. The LDA shall be in the form substantially similar to the document attached as Exhibit B.

The LDA shall incorporate the developer's final Development Plan as approved by the Selectmen and for which all permits and approvals have been obtained, and shall otherwise include, but not necessarily be limited to, the following:

- 1) Identification of the parties, description of the Property and an affirmation of the award of the Project to the developer.
- 2) A statement of the developer's obligation to develop, construct and otherwise use the Property in accordance with the RFP.
- 3) Developer's acknowledgement that it will be responsible for complying with all approvals, licenses and permits obtained from government authorities and with all

applicable state statutes, by-laws, codes and regulations, and providing quality workmanship and using new materials of high quality.

- 4) A statement that the developer will not permit any mechanic's liens or similar liens to be imposed or remain on the Property for more than sixty (60) days.
- 5) A statement of the developer's rights relative to the sale, assignment or refinancing of the Property.
- 6) A statement of the developer's obligations relative to insurance on the Property.
- 7) General provisions that address the Town's right of access to the Property for the purpose of inspection.
- 8) A statement acknowledging the developer's responsibility for all development and construction costs.
- 9) A statement of the developer's obligations to mitigate neighborhood impact of the Project from the development phase through to the issuance of a certificate(s) of occupancy. The plan shall set forth specific mitigation measures designed to minimize impacts on the neighborhood, including without limitation, site logistics, staging areas, storage of materials on site, site fencing, hours of construction, delivery routes and schedules, rodent control, erosion control, dust control and street cleaning.
- 10) A statement of the respective rights, obligations and remedies of the Town in the event of default by the developer.
- 11) A statement of the developer's financial obligations in the event that the Town finds it necessary to enforce the LDA through legal proceedings.
- 12) A statement of those circumstances under which the developer shall indemnify the Town.
- 13) Provisions that address notices, waivers, term of the LDA, binding of parties, exclusivity of written agreement and governing law.

12) Selection Criteria and Project Award

Each proposal will be evaluated and scored based on the proposal's responsiveness to Town interests, including selection criteria as specified in Appendix A herewith. The statement of qualifications of each respondent will be reviewed and scored to identify those who possess the development and construction experience, good standing in the industry, the financial stability and capacity to carry the Project to completion and meet the Town's design criteria and commitment to maintain the integrity of the neighborhood.

The respondent selected by the Selectmen will be given exclusive rights to negotiate with the Town the terms of the Property purchase and a Development Plan. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, in its sole discretion, then the Town may choose to terminate said negotiations. The Selectmen may select another respondent with whom to initiate negotiations.

13) Other Considerations

- The Town shall not be responsible for paying any broker's commission, or like compensation to a third party, and the respondent agrees to indemnify and hold the Town harmless from any claims for such compensation.
- References may be checked for all parties identified as participating on the development team.
- Respondents may submit more than one response to this RFP and may combine its proposal relative to the Project herein with a proposal involving any other Town RFP which has been issued and remains open. However, each proposal to develop an individual property or to develop combined properties must be a separate, complete package that can be considered independently. The Town reserves the right to award one or more projects to a single respondent.
- The Selectmen may amend or revise the RFP as a result of questions submitted by respondents or for any other reason that causes the Selectmen to believe it would be in the best interests of the Town to do so. Such amendments or revisions will be sent prior to the proposal opening date to all persons or firms who have been provided copies of the RFP, and whose identity and contact information is known to the Town.

- The Town assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Late responses will not be accepted nor will additional time be granted to individual respondents unless the Selectmen extend the required submittal date for all respondents.
- The Town will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP or in the participation in views, interviews, negotiations or any other aspect of this RFP process.
- Respondents are responsible for errors and omissions in their responses, and any such errors and omissions will not serve to alter the respondent's legal obligations to the Town.
- This RFP and the responses, including all warranties, commitments and representations made in the successful response shall be binding and shall become contractual obligations to be incorporated by reference in the Town's contract with the respondent, unless the Town in its sole discretion waives any such warranty, commitment or representation.
- The selection of a development team does not presume final approval of proposed plans. Submissions will be subject to the Town of Winchendon development review process and all required approvals.
- Proposals may not be withdrawn, amended or modified for a period of one hundred eighty (180) days from the deadline for submission of proposals.

14) Questions

Please direct all questions in writing regarding this RFP to:

Town Manager
Winchendon Town Hall
109 Front Street, 4th Floor
Winchendon, MA 01475

Or

khickey@townofwinchendon.com

15) Public Disclosure

All proposal packages, their contents and accompanying documentation, no matter when submitted, will become the property of the Town and will be regarded as public records when received as directed by M.G.L. Chapter 4, Section 7, Clause 26. Respondents should be further aware that, with certain exceptions, the Town is required under M.G.L. Chapter 66 to make its records available for public inspection. Respondents should appropriately mark all materials they deem confidential or proprietary. However, the Town will bear no liability to any respondent in the event that the Town is legally required to disclose information that a respondent may define as confidential or proprietary.

737715/WINH/0001

Appendix A - Selection Criteria for Summer Drive

The intent of this Request for Proposals is to gather information upon which to base the selection of a proposal and development team for the development of the Property. The submittals will be evaluated to determine the respondent most responsive to the Town criteria and the entity most highly qualified to implement the development based on the following criteria, which are not listed in any particular order of priority.

The following criteria will be utilized:

Highly Advantageous	Response exceeds the specific criterion.
Advantageous	Response meets evaluation standard for the criterion.
Least Advantageous	Response does not fully meet the criterion or leaves a question or issue not fully addressed.
Not Responsive	Does not address the criterion.

1. Qualifications and Experience of the Firm and/or Principals and Consultants

- a. Staffing with strong team experience, including a history of prior working relationships among the principal respondent and all related consultants and subcontractors:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- b. Demonstrated ability of the respondent to lead the development effort from predevelopment to full occupancy, specifically with regard to maintaining compliance with all applicable regulatory constraints:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- c. Demonstrated cohesiveness of the project team to maintain its key principals and personnel in their respective roles through the duration of the project:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- d. Level and quality of previous developments:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team

- Least advantageous: 1 project as a team
- e. Financial capacity to complete the development in a timely manner, to be evaluated with regard to respondent's prior experience and history in real estate development and written assurances and commitments or letters of interest from prospective lenders:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- f. Ability to be accountable on any matter affecting the Town's interest throughout development of the entire project:
 - Highly advantageous: 3 or more years of experience with municipalities
 - Advantageous: 1-3 years of experience with municipalities
 - Least advantageous: less than 1 year of experience with municipalities
- g. Experience developing commercial projects:
 - Highly advantageous: 5 or more years of experience with commercial projects
 - Advantageous: 1-5 years of experience with commercial projects
 - Least advantageous: less than 1 year of experience with commercial projects

2. Demonstrated Compatibility with Town's Criteria and Development Considerations

- a. Compatibility of developer's vision and development concept with Town's criteria
 - Highly advantageous: 3 or more municipal projects demonstrating successful integration of developer's vision and implementation with municipality's criteria similar to Town's criteria
 - Advantageous: 2 municipal projects demonstrating successful integration of developer's vision and implementation with municipality's criteria similar to Town's criteria
 - Least advantageous: 1 municipal project demonstrating successful integration of developer's vision and implementation with municipality's criteria similar to Town's criteria

- b. Quality and breadth of conceptual development proposals:
- Highly advantageous: completeness of submission and at least 3 years of experience with similar projects
 - Advantageous: most of the material being provided and 2-3 years of experience with similar projects
 - Least advantageous: at least some of the material being provided and 1 to 2 years of experience with similar projects
- c. Ability to adjust the development concept to address evolving design, conceptual alternatives, plans, specifications, and financial conditions:
- Highly advantageous: exceptional ability to adjust to evolving design and development conditions demonstrated by experience with similar projects
 - Advantageous: ability to adjust to evolving design and development conditions demonstrated by experience with similar projects
 - Least advantageous: some ability to adjust to evolving design and development conditions demonstrated by experience with similar projects

3. Demonstrated Ability to Implement Project Concept

- a. Evidence of the ability of the development team to commence substantive pre-permitting work upon award of contract, including preparation of drawings and plans and applications for funding within thirty (30) days of selection, ability to implement the Land Development Agreement, and ability to accomplish the acquisition of the property following issuance of the required permits and evidence of a financing commitment:
- Highly advantageous: exceeding the expectation of the Town's stated schedule
 - Advantageous: meeting the expectation of the Town's stated schedule
 - Least advantageous: not meeting the expectation of the Town's stated schedule
- b. Evidence of availability of financial resources needed to begin pre-development and permit process work upon award of contract:
- Highly advantageous: exceeding the availability of financial resources needed for the project based on the developer's project budget and financing package
 - Advantageous: adequately meeting the availability of financial resources needed for the project based on the developer's project budget and financing package

- Least advantageous: only meeting the availability of financial resources needed for the project based on the developer's project budget and financing package
- c. Evidence of key staff members' abilities to undertake a project of the magnitude of the one proposed, including engineers, architects, managers and general contractors:
- Highly advantageous: 4 or more projects as a team
 - Advantageous: 2 -3 projects as a team
 - Least advantageous: 1 project as a team
- d. Evidence of feasibility of proposed project, including finalizing a detailed budget that addresses environmental and permitting issues and financing issues.
- Highly advantageous: exceptional feasibility analysis including budget issues, environmental and permitting issues and financing issues
 - Advantageous: adequate feasibility analysis including budget issues, environmental and permitting issues and financing issues
 - Least advantageous: incomplete feasibility analysis including budget issues, environmental and permitting issues and financing issues

Appendix B - Required Documents to be Filed with RFP

1. Price Proposal Form
2. Respondent Entity Disclosure Statement
3. Certificate of Non-Collusion
4. Tax Compliance Certificate
5. Disclosure Statement for a Transaction with a Public Agency Concerning Real Property
6. Certificate of Authority

Price Proposal Form

Price: Please write your proposal offer:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

***Note:** Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

Name of Respondent

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

City

State

Zip Code

Respondent Entity Disclosure Statement

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

(Notice: Give first and last name in full; in case of a corporation give names of President and Treasurer; in case of a limited liability company give 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 trustees)

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

Kindly furnish the following information regarding the Respondent:

(1) If a Proprietorship
Name of Owner: _____

	ADDRESS	ZIP CODE	TEL. #
Business:	_____	_____	_____
Home:	_____	_____	_____

(2) If a Partnership

Full names and address of all partners:

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

BUSINESS ADDRESS

ZIP CODE

TEL. #

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____ ZIP CODE _____ TEL. # _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ ZIP CODE _____ TEL. # _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ ZIP CODE _____ TEL. # _____

(4) If a Limited Liability Company

Full Legal Name: _____

State of Formation: _____

Principal Place of Business: _____ ZIP CODE _____ TEL. # _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ ZIP CODE _____ TEL. # _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ ZIP CODE _____ TEL. # _____

(5) If a Trust

Full Legal Name: _____

Recording Information: _____

State of Formation: _____

Full names and address of all trustees:

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

Authorized Signature of Proponent: _____

Title: _____

Date: _____

(Note: This Form must be included in the proposal submission)

Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Section 10 the following Certification must be provided:

“The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

(Please Print)

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

City

State

Zip Code

No award will be made without certification of the above.

(Note: This Form must be included in the proposal submission)

Certificate of Tax Compliance

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE TOWN OF WINCHENDON the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

Date: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Returns and Paid ALL Mass. State and Town Taxes Required under Law.

Company Name

Street Address

Town or City

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

Social Security No.

or

Federal Identification No.

Certified by State Office of Minority and Women Business Assistance (SOMWBA)

Yes _____ Date of Certification _____

Failure to complete this form may result in rejection of bid and/or removal from Town Bid Lists.

Authorized Signature

(Note: This Form must be included in the proposal submission)

**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:

See Exhibit A

(2) Type of Transaction, Agreement, or Document:

Disposition by Town of Winchendon

(3) Public Agency Participating in Transaction:

Town of Winchendon

(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):

NAMERESIDENCE

(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

(Note: This Form must be included in the proposal submission)

Certificate of Authority
(To be used by corporations and limited liability companies)

At a duly authorized meeting of the Board of Directors/Members of

_____, held on _____,
(Name of Corporation/Limited Liability Company)

2020, it was VOTED, that _____, _____
(Name) (Title)

of this corporation/company, be and hereby is authorized to execute proposals, contracts and bonds in the name of said corporation/company, and to affix its seal thereto; and such execution of any proposal, contract or obligation in this corporation's/company's name on its behalf by such officer under seal of the corporation/company, shall be valid and binding upon the corporation/company.

I hereby certify that I am the secretary/authorized representative of the above named corporation/company and _____ is the duly elected officer
(Name)

as stated above of said corporation/company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this proposal.

(Date)

(Secretary)

Seal:

Exhibit A – Purchase and Sale Agreement

Exhibit B – Land Development Agreement