

## TOWN OF TEWKSBURY

### SALE AND RELOCATION OF HARDY-PIKE HOUSE

#### INVITATION FOR BIDS

The Town Manager for the Town of Tewksbury (the “Town”) invites interested individuals to bid on the sale, relocation and removal of a building known as the “Hardy-Pike House”, located at 464 Main Street in the Town.

Sealed bids pursuant to the bid specifications will be received in the Town Manager’s Office, Town Offices, 464 Main Street Road, Tewksbury, MA 01876 until 1:00 PM on Monday November 9, 2015 at which time and place they will be publicly opened and read aloud. All bids shall be enclosed in an envelope which is clearly marked: “Sale and Removal of the Hardy-Pike House.”

Specifications including description of house and bid forms are available at the Town Manager’s Office weekdays from 9:00 a.m. – 4:00 p.m. or on the Town of Tewksbury website [www.tewksbury-ma.gov](http://www.tewksbury-ma.gov).

Note to Bidders – For any bid document and any addenda that are received electronically, it is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Tewksbury’s website for any addenda: [www.tewksbury-ma.gov](http://www.tewksbury-ma.gov). The Town accepts no liability to provide accommodation to bidders who submit a response based upon information obtained from its website. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, which change the intent of this bid are prohibited and will disqualify a response.

The Town reserves the right to accept or reject any or all bids, to waive any informalities and to award the contract as may be in the best interest of the Town.

The bid must be signed by a person authorized to bind the bid.

The bid must be accompanied by a signed certificate of non-collusion.

**TOWN OF TEWKSBURY  
INVITATION FOR BIDS  
FOR THE SALE,  
RELOCATION AND  
REMOVAL OF THE  
HARDY-PIKE HOUSE**

**INVITATION FOR BIDS**

The Town of Tewksbury (the “Town”), acting through its Town Manager, is seeking bids for the purchase, relocation of the Building (defined below), relocation/removal of the Additions (defined below), removal of all related foundations and footings and restoration of underlying area and pavement thereof (collectively, the “Relocation”).

**DESCRIPTION OF THE BUILDING**

The Hardy-Pike House is a [residential] building (the “Hardy-Pike House”) located at 464 Main Street, Tewksbury, Massachusetts (the “Site”) consisting of a historic two-story dwelling constructed in 1740 (the “Building”) and two additions as shown on Exhibit A-1 (the “Additions”). For Further description see premises layout Exhibit A and parcel layout Exhibit A-1, also Assessors Card Exhibit B and Massachusetts Historic Commission Form B Exhibit C.

**TERMS AND CONDITIONS OF SALE:**

**Conditions for Removal of Building:**

The successful bidder must provide and pay all costs related to the Relocation.

**The successful bidder must submit with its bid a pro forma statement identifying all costs to be incurred in connection with the Relocation, including permitting, demolition, relocation, removal and restoration costs, police detail costs, insurance, and all other necessary and related costs.**

The successful bidder or his agent must obtain all permits and licenses required to relocate the Building and relocate or remove the Additions. Copies of all such documentation shall be provided to the Town at least 21 days prior to the Relocation.

The successful bidder must identify the potential moving company, and provide evidence of its qualifications and experience in moving structures similar to the house offered herein.

The successful bidder must agree to complete the Relocation, including without limitation removal of all related foundations and footings and restoration of underlying area to pavement ready condition within a schedule agreed upon with the Town

The successful bidder shall make all arrangements for the disconnection of all utilities and the securing of the structure for the Relocation.

The successful bidder shall take ownership prior to commencing any work on the Hardy-Pike House and be solely responsible for the disposition of any hazardous or dangerous materials found within the Hardy-Pike House. The Town makes no warranties as to any asbestos containing materials in or around the Hardy-Pike House or the Site.

All work in connection with the Relocation, including but not limited to disconnection of utilities, removal of any hazardous material, and operation of heavy machinery, shall be performed by contractors and/or subcontractors duly licensed by the Commonwealth of Massachusetts.

The successful bidder shall clean the Site upon completion of the relocation/removal, including removal of debris and construction or moving materials, and shall repair any damage caused to the site as a result of the Relocation. The successful bidder shall remove the granite exterior foundation and footings of the Hardy-Pike House and the gas furnace from the current location.

The successful bidder shall properly back fill and pave the area of the Site on which the Hardy-Pike House were previously situated.

The successful bidder shall be responsible for the cost of repairing any and all damage to Site caused by and during the Relocation, including but not limited to damage to sidewalks, streets, curbs, publicly owned trees, and any other publicly owned structures.

The successful bidder shall be responsible for obtaining at its sole cost a police detail for the Relocation while the Building is within the limits of the Town, and shall notify appropriate Town public safety officials, including but not limited to the fire department and inspector of buildings, of the date and time upon which the Hardy-Pike House will be removed from the Site.

If the Building is to be relocated to a site within the Town, the successful bidder shall be responsible for ensuring that the new site complies with the Town's zoning bylaws. The successful bidder shall have a period of 120 days from the date of the bid award to obtain all necessary zoning or other local approvals for the new location of the Building. In the event of a denial of any required permit or the filing of an appeal from the grant of any permit within the 120 day period, the Town may cancel the bid award with a return of the bid deposit provided that the successful bidder acted diligently and in good faith in pursuing the required permits.

**General Conditions of Sale:**

Bidder shall identify the route for transportation to the new location which route shall be subject to approval by the Town.

**Award of Bid:**

The bid will be awarded to a responsive and responsible bidder that the Town Manager determines to be in the best interests of the Town taking into consideration the price offered and the evaluation criteria set forth in this RFP. Any bid which is contingent on a waiver of any Town fees shall be deemed non-responsive.

**Bid Deposit:**

Every bid submitted for the Relocation shall be accompanied by a bid deposit in the amount of {B1885219; 2}

\$5,000 by certified check, or treasurer's or cashier's check issued by a responsible bank or trust company payable to the Town of Tewksbury, 1009 Main Street, Tewksbury, Massachusetts. In the event that the Building is not relocated by the Completion Date, said deposit shall be forfeited as liquidated damages.

**Payment for Bill of Sale:**

Payment of the bid price by successful bidder must be made by certified check, or treasurer's or cashier's check issued by a responsible bank or trust company payable to the Town of Tewksbury, 1009 Main Street, Tewksbury, Massachusetts. A Bill of Sale will be presented by the Town upon full payment. No work in the house in preparation for the move shall be performed prior to full payment and issuance of the Bill of Sale. Title to the Building shall pass to the successful bidder upon the Town's receipt of full payment and issuance of a Bill of Sale to the successful bidder. The Bill of Sale shall be issued when the successful bidder is ready to commence securing the Building for Relocation. All liability for the relocation and for injury to persons or property arising out of this transaction shall rest in the successful bidder from delivery of the Bill of Sale.

**Indemnification and Guaranty:**

The successful bidder or its agent shall indemnify, defend and hold harmless the Town from any and all claims, demands, costs and expenses resulting from or arising out of the Relocation of the Building, or personal injury or property damage arising out of the negligent acts or omissions of the contractor or any party for whom it is responsible.

The successful bidder must guaranty the indemnification obligations of the Town, as Tenant, pursuant to that certain Lease dated as of July 2, 2013 by and between the Town, as Tenant and GIR Mass, LLC, as Landlord, which indemnification states:

“Tenant shall neither hold, nor attempt to hold, Landlord or its employees or Landlord's agents or their employees liable for, and Tenant shall indemnify and hold harmless Landlord, its employees and Landlord's agents and their employees from and against, any and all demands, claims, causes of action, fines, penalties, damage, liabilities, judgments and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from: (i) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant; (ii) any matter occurring on the Premises during the term; (iii) any acts, omissions or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees or visitors of Tenant or any such person; (iv) any breach, violation or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees or visitors of Tenant or any such person of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; and (v) any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invitees, visitors or any other person entering upon the Property under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord or its employees or Landlord's agents or their employees by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same, at Tenant's expense, with counsel reasonably satisfactory to Landlord. Notwithstanding the foregoing in no event shall this [subsection] require Tenant to indemnify or defend Landlord or its employees or Landlord's agents or their employees against any loss, cost, damage, liability, claim, or expense to the extent arising out of the gross negligence or willful misconduct of Landlord or its employees or Landlord's agents or their employees.”

**General Liability Insurance:**

The successful bidder shall require any contractor engaged in the Relocation to maintain during the life of the contract such comprehensive liability insurance as shall protect it and the Town from claims for damages for personal injury, including accidental death, as well as for claims for property damage which may arise from operations by the contractor or by anyone directly or indirectly employed by contractor.

Comprehensive general liability insurance to cover bodily injury and property damage liability shall be maintained in the amount of one million dollars naming the Town as an additional insured. In addition, comprehensive automobile insurance coverage shall be maintained in the amount of one million dollars naming the Town as an additional insured. A certificate of insurance indicating all such coverages shall be furnished to the Town at the time of delivery of the Bill of Sale to the successful bidder.

**Workers' Compensation:**

As required by the Massachusetts General Laws, the successful bidder shall require any contractor engaged in connection with the Relocation to maintain during the life of the relocation contract, Workers' Compensation Insurance for all employees employed in the course of performing services pursuant to these specifications. A copy of the insurance certificates required under this section shall be provided by the successful contractor to the Town prior to the commencement of work on such a contract awarded pursuant to these specifications.

## Evaluation Criteria:

1. **Relocation of the House.** A Proposal that will result in the relocation of the Building within the Town of Tewksbury shall be deemed Highly Advantageous. A proposal that results in the relocation of the Building outside of Tewksbury shall be deemed Not Advantageous.
2. **Charitable Organization.** A proposal submitted by a charitable organization which has received a tax exemption from the United States by reason of its charitable nature shall be deemed Highly Advantageous. A proposal submitted by an individual or for-profit entity shall be deemed Advantageous.
3. **Disruption to the Abutters.** A proposal that will result in minimal disruption to abutters taking into consideration noise, traffic, and length of time and distance of proposed Relocation will be deemed Highly Advantageous. A proposal that the Town determines will have a negative impact on the abutters taking into consideration the same factors shall be deemed Not Advantageous.
4. **Visibility of House at New Location.** A proposal that will result in the relocation of the Building to a site that is highly visible to the traveling public in shall be deemed Highly Advantageous. A proposal that results in the relocation of the Building to a site is not particularly visible to the traveling public will be deemed Advantageous.
5. **Historic Significance of New Location.** A proposal that results in the relocation of the Building to a site that is within a historically significant section of the Town will be deemed Highly Advantageous. A proposal that results in the relocation of the Building to a site that is within a historically significant section of the Town will be deemed Advantageous.
6. **Former Police Station Lot Location.** A proposal that results in the relocation of the Building to the former Police Station lot at 935 Main Street will be deemed Highly Advantageous. The Town under a separate notice and bid is seeking prices to sell the former Police Station Lot. A site other than the former Police Station Lot shall be deemed Advantageous.
7. **Zoning Relief.** A proposal that requires minimal zoning relief, including a special permit, shall be deemed Highly Advantageous. A proposal that requires a variance or a zoning change shall be deemed Not Advantageous.

The Town Manager shall conduct an evaluation of the proposals received and shall assign a rating on each of the above-referenced evaluation criteria, as well as an overall composite rating. Thereafter, the Town Manager shall make a recommendation of award to the Board of Selectmen.

**Required Proposal Forms:**

1. Bid Form
2. Acknowledgement of RFP Requirements
3. Certification of Non-Collusion
4. Hold Harmless Agreement
5. Certification of Non-Collusion Disclosure of Beneficial Interests in Real Property Transaction
6. Equal Opportunity Employer Certification
7. Certification Tax Affidavit
8. Massachusetts Tax Compliance Statement
9. W-9 Form

**Form - 1**

**BID FORM  
SALE AND REMOVAL OF THE  
“HARDY-PIKE HOUSE”  
LOCATED AT 464 MAIN STREET TEWKSBURY, MASSACHUSETTS**

**BID AMOUNT FOR BUILDING:**        \$ \_\_\_\_\_

**ADDRESS OF RELOCATION SITE:** \_\_\_\_\_  
\_\_\_\_\_

**CHARITABLE TAX EXEMPT ORGANIZATION:**        Yes    No    (circle one)

**NAME OF MOVING COMPANY:** \_\_\_\_\_

**ADDRESS OF MOVING COMPANY:** \_\_\_\_\_  
\_\_\_\_\_

**Attach a pro forma statement identifying all costs to be incurred in the relocation of the building, including permitting, relocation, police detail costs, insurance, and all other necessary and related costs**

**Form - 2**

**ACKNOWLEDGMENT OF RFP REQUIREMENTS**

I \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_  
Name and Title                      Proposer/Organization

Hereby acknowledge that I fully understand the terms, conditions and requirements contained within the Request for Proposals for the disposition of the Town Owned property located at 935 Main Street Tewksbury, Massachusetts.

\_\_\_\_\_  
Name    Date

\_\_\_\_\_  
Title

## Form - 3

### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the pains and 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.

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Signature of individual submitting the bid or proposal

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Name of business

**Form – 4**

**RELEASE REGARDING HAZARDOUS MATERIALS  
("HOLD HARMLESS" AGREEMENT)**

The Proposer acknowledges that the Town has informed them that the title to the property was acquired for non-payment of taxes. The Town is therefore not an owner of the property as defined in Massachusetts General Laws Chapter 21E, Section 2, and assumes no liability for any release of hazardous materials on the property. The Proposer has not relied upon any representations by the Town with respect to hazardous materials, except to the extent of this disclosure herein.

The Proposer agrees to release and hold harmless the Town of Tewksbury from any liability arising out of any hazardous materials that may be present on the property.

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Title

# Form – 5

## MGL CH 7, SECTION 40J CERTIFICATION REGARDING DISCLOSURE OF BENEFICIAL INTEREST DISCLOSURE STATEMENT ACQUISITION OR DISPOSITION OF REAL PROPERTY

For acquisition or disposition of Real Property by \_\_\_\_\_ the undersigned does hereby state, for the purpose of disclosure pursuant to Massachusetts General Laws, Chapter 7, Section 40J, of a transaction relating to real property as follows:

Real Property Description: 464 Main Street Tewksbury, MA

Type of Transaction: Property Disposition

Seller or Lessor: The Town of Tewksbury

Buyer or Lessee:

Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Chapter 7: Section 40J. Disclosure statements of persons having beneficial interest in real property

Section 40J. 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.

## Form - 7

### Equal Opportunity Employer Certification

TO: Town of Tewksbury  
Town Hall  
1009 Main Street  
Tewksbury, Massachusetts 01876

FROM:

We certify under the penalties of perjury that the above named organization or person and will continue to operate in strict compliance with the following Equal Opportunity Employer Regulations:

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance.

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

The Age Discrimination in Employment Act prohibits arbitrary age discrimination in employment.

The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88 352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90 284), as amended; Section 109 f the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more). Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B, section 1 et seq.; State Executive Order 74 as amended and revised by Executive Orders 116, 143 and 227, and EOCD regulations, procedures or guidelines; Title II of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and EOCD guidelines, procedures. or regulations.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in accordance with this Contract and will require all of its subcontractors to incorporate such requirements in all subcontracts for program work.

Signed this date:

By:

Name: \_\_\_\_\_

Title:

\_\_\_\_\_

**Form - 7**

**MGL. CH. 60, Section 77B  
CERTIFICATION (TAX AFFIDAVIT)**

\_\_\_\_\_ certifies that he/she has never been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or a crime involving the fraudulent filing of a claim for fire insurance; and is not delinquent in the payment of real estate taxes to the Town of Tewksbury or any other Town or Town.

Executed under the pains and penalty of perjury on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
SIGNATURE

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. \_\_\_\_\_, \_\_\_\_\_ 20\_\_\_\_

Then personally appeared the above named \_\_\_\_\_ - and acknowledges the foregoing to be the free act and deed of himself/herself, as aforesaid and upon oath swears to the veracity of the above statement.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**Form - 8**

**MASSACHUSETTS TAX COMPLIANCE STATEMENT**

Massachusetts Tax Compliance Statement

FROM: \_\_\_\_\_ Fed ID# \_\_\_\_\_

I certify under the penalty of perjury that the above named organization of person, to the best of my knowledge, has filed all State tax returns and paid all State taxes required under law.

SIGNED THIS DATE: \_\_\_\_\_ BY \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*Note: Your Federal Identification number will be furnished to the Commonwealth of Massachusetts - Department of Revenue to determine whether all tax filing and tax payment obligations have been met. Under Mass. G.L.C. 62C s., 49A, providers of goods or services who fail to correct a tax filing or tax payment delinquency will not have a Contract or other agreements issued, renewed or extended.

# Form - 9

## W-9 FORM

<b>Form W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ]-[ ][ ]-[ ][ ][ ][ ][ ][ ][ ]
	<b>Employer identification number</b> [ ][ ]-[ ][ ][ ][ ][ ][ ][ ][ ][ ]

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.
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<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:  
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  
2. Certify that you are not subject to backup withholding, or  
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.  
**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:  
• An individual who is a U.S. citizen or U.S. resident alien,  
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,  
• An estate (other than a foreign estate), or  
• A domestic trust (as defined in Regulations section 301.7701-7).  
**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**APPENDIX - SAMPLE**  
**PURCHASE AND SALES AGREEMENT**

This is a sample of a standard Purchase and Sale Agreement specific terms and conditions of the RFB will be added to the final version subject to approval of the Town Counsel and Town Manager

TOWN OF TEWKSBURY, SELLER

AND

, BUYER

1. **DEFINITIONS:**

- a. **BUYER:** \_\_\_\_\_, or its nominee, of \_\_\_\_\_
  
- b. **SELLER:** The Town of Tewksbury, a municipal corporation duly organized pursuant to the provisions of the Massachusetts General Laws, with a usual place of business at 1009 Main Street, Tewksbury, Massachusetts.
  
- c. **PREMISES:** The land thereon situate: \_\_\_\_\_ Street, Tewksbury, Middlesex County, Massachusetts, described in a deed recorded with said Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.
  
- d. **CLOSING CONDITIONS:** Those matters set forth in this Agreement, including but not limited to the following, failing any of which this Agreement shall become null and void:
  - 1. It is specifically understood and agreed that the SELLER is selling and conveying the property in "as is" condition as of the date hereof. The SELLER makes no representations or warranties of any sort regarding the condition of the property.
  
  - 2. A certified copy of the Vote of the Tewksbury Board of Selectmen authorizing the transfer will be provided by the SELLER at closing, to be recorded at BUYER's expense.
  
  - 3. The failure by the BUYER to comply with any provision or condition contained in the Request for Bids and its response, including but not limited to the following requirements:
    - (a) the property, whether occupied or not shall be in compliance with any and all applicable building, sanitary, fire and health codes within twelve (12) months of the conveyance;
  
    - (b) all work required to realize the proposed use of said property must be completed within one year of the date of conveyance shall, at the option of the SELLER, require the BUYER to reconvey the Property to the SELLER for the same price which the BUYER paid for the property. These conditions shall survive the delivery of the deed for a period of four (4) years. The SELLER will subordinate its right to reconveyance to BUYER'S lender's lien on the property.
  
    - (c) **CLOSING DATE:** On or before \_\_\_\_Time is of the essence of this agreement.
  
    - (d) **CLOSING TIME:** 10:00 A.M. on or before \_\_\_\_\_, 2015, at the offices of SELLER (The Town of Tewksbury 1009 Main Street Tewksbury, MA 01876).

2. PURCHASE PRICE: BUYER agrees to pay to SELLER the Purchase Price of        THOUSAND (\$ ,000.00) DOLLARS, by Treasurer's check, certified check, bank check, attorneys check or wire transfer for the Premises on the Closing Date.
3. DEPOSIT: A deposit of \$        ) DOLLARS is required to be made hereunder by BUYER upon execution of this Agreement by both parties, and will be held in escrow by the attorney for the SELLER. In the event that the BUYER, through no fault of the SELLER, fails to consummate the purchase of the subject property, the BUYER waives any claim for the return of the proposal deposit.
4. TITLE STANDARD: The Premises are to be conveyed to BUYER by a good and sufficient Treasurer's Deed in fee simple running to the BUYER conveying clear record marketable title, free from encumbrances, excepting only the following:
  - a.        Applicable laws and regulations of any governmental authority in effect on the date hereof.
  - b.        Any liens for municipal betterments assessed after the        Closing DateThe BUYER shall give SELLER written notice (the "Buyer's Title Notice") containing all of the BUYER's objections to the title not later than        , 2015. Notwithstanding the above provisions, the BUYER shall be obligated to take title to the property subject to all liens, encumbrances and other matters of record with the exception only of (a) any matters of record specifically mentioned in the BUYER's Title Notice, and (b) any matters of record which arise after the date of the BUYER's Title Notice. If the BUYER does not give the BUYER's Title Notice by        2015, then the BUYER shall have no right to raise any objections to the SELLER's title.
5. DELIVERY OF POSSESSION: Full possession of the Premises is to be delivered at the Closing Time on the Closing Date, free from tenants and occupants, the Premises then to be (i) in the same condition as exists as of the date hereof; and (ii) not in violation of any of the provisions of Paragraph 4 hereof. SELLER shall allow BUYER access to the property prior to the closing for the purpose of assessing the premises in order to comply with the timeframes referred to in paragraph 1(3) above upon notice to the SELLER twenty-four hours in advance. No construction or other work on the premises by BUYER will be allowed prior to closing. The BUYER agrees to indemnify and hold harmless the SELLER from any and all liability including personal injury or property damage arising out of BUYER'S exercise of the right of access.
6. CLOSING: The Closing shall occur at the Closing Time on the Closing Date, unless otherwise agreed by the parties in writing, provided that the Closing Conditions shall have occurred. Time is of the essence in this Agreement.
7. INABILITY OF SELLER TO PERFORM:
  - a.        If 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. The term "reasonable efforts" shall not require the SELLER to expend more than TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS exclusive of releasing any monetary liens on the property.
  - b.        If at the expiration of such 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, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, 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.

- c. 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 therefore 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, either
- (1) 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, or
  - (2) give to the BUYER a credit against the purchase price, on delivery of the deed equal to said amounts so recovered or recoverable less any amounts reasonably expended by the SELLER for any partial restoration.

8. FULL PERFORMANCE: The acceptance of the Deed by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except as may be expressly provided herein or in the deed to the contrary.

9. CONDITION OF PREMISES: The BUYER acknowledges that the SELLER has made no representations or warranties regarding the condition of the Premises and that the Premises are accepted in their "as is" condition.

10. ADJUSTMENTS: Water and sewer charges and real estate taxes shall be apportioned as of the Closing Date in accordance with M.G.L. chapter 44 section 63A, and other applicable statutes. SELLER shall comply with M.G.L. chapter 7, section 40J.

11. NOTICES: All notices required or permitted to be given hereunder shall be in writing and delivered by hand, mailed postage prepaid, by registered or certified mail, or transmitted via telefax provided a copy of the notice is sent by one of the other methods stated herein addressed in the case of SELLER to:

Richard A. Montuori Town Manager  
Tewksbury Town Hall  
1009 Main Street  
Tewksbury, Massachusetts 01876

and in the

12. EXECUTION: This agreement has been executed by representatives of BUYER and SELLER, each in a representative capacity, and neither shall be personally liable for any obligation herein expressed or contained.

13. NONASSIGNABILITY: BUYER represents that it will accept title to the Premises in the name of the BUYER, or its nominee, and BUYER and SELLER warrant to each other that neither party will assign any of its rights or obligations set forth in this Agreement to any other person or entity, without the written consent of the other.

14. ENTIRE AGREEMENT: This Agreement is to be construed as a Massachusetts contract, is to take effect as an instrument under seal, sets forth the entire agreement of the parties, expressly supersedes any previous oral or written statements with respect to the obligations of BUYER or SELLER contained herein, and shall be binding upon and inure to the benefit of their respective successors and assigns. This Agreement may not be amended, canceled, modified or assigned except in a written instrument of like tenor executed by the Parties.

15. TITLE: It is understood and agreed by the parties that the premises shall be in conformity with the title provisions of this Agreement only if:

- a. a. all buildings, structures, and improvements, including but not limited to any driveways, garages, septic systems and cesspools, and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entities;
  - b. no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises; and
  - c. the premises shall abut a public way or a private way to which BUYER shall have both pedestrian and vehicular access, and if a private way, that such private way in turn has satisfactory access to a public way, which public way is duly laid out or accepted as such by the Town in which said premises are located.
16. SIGN DOCUMENTS: At the closing, SELLER agrees to sign documents required of SELLER by BUYER'S mortgagee or its attorney provided the same are reasonable and customary.
17. MASSACHUSETTS CONVEYANCER'S CLAUSE: Any matter which is the subject of a title standard or practice standard of the Massachusetts Conveyancers Association at the time for delivery of the deed shall be governed by said standard to the extent the same is applicable.

IN WITNESS WHEREOF, this Agreement is executed this  
day of \_\_\_\_\_, 2015.

TOWN OF TEWKSBURY (Seller)

BY: \_\_\_\_\_  
Richard A. Montuori Town Manager

(Buyer)

\_\_\_\_\_  
BY: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Counsel  
Kevin Feeley, Esq.