

**REQUEST FOR BIDS
FOR THE SALE OF TOWN-OWNED PROPERTY LOCATED AT
935 MAIN STREET
TEWKSBURY, MASSACHSUEETS**

DUE: July 20, 2015



TOWN OF TEWKSBURY, MASSACHUSETTS

**OFFICE OF THE TOWN MANAGER
TEWKSBURY TOWN HALL
1009 MAIN STREET
TEWKSBURY, MASSACHUSETTS 01876**

PART 1 – REQUEST FOR PROPOSALS 935 MAIN STREET

The Town of Tewksbury will receive sealed Proposals for the sale and disposition of a certain property located at 935 Main Street the site of the former Tewksbury Police Station and as further described in the Request for Proposals (RFP) packet.

Specifications including description of house and proposal 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.

All Proposals require a deposit in the form of a Treasurers Check or Certified Bank Check, made payable to the Town of Tewksbury, in an amount equal to Ten Percent (10%) of the proposed purchase price.

Proposals, in sealed envelopes appropriately marked "935 Main Street Proposal", are to be mailed or delivered so that they are received not later than 1:00 PM, on Friday July 20, 2015 to: Richard Montuori, Town Manager, Town Hall, Town of Tewksbury, 1009 Main Street Tewksbury, Massachusetts 01876. If Hand delivered please deliver to 464 Main Street (temporary location) Tewksbury, MA. All proposals must be sealed and submitted to the address above no later than Friday July 20, 2015, at 1:00 PM at which time the proposals will be publicly opened. All Proposals must be complete and in compliance with the submission requirements outlined in this Request for Proposals (RFP). All sales are subject to a vote of the Tewksbury Board of Selectmen approving the sale and the Board retains the discretion to approve or reject the sale from any and proposers.

The Town of Tewksbury reserves the right to reject any and all Proposals. The Town of Tewksbury has established a minimum sale price of \$22,350 which is 5% of the Assessed value of the land.

Note to Bidders – For any bid document and/or 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 or any further information: www.tewksbury-ma.gov. The Town accepts no liability to provide accommodation to proposers who submit a response based upon information obtained from its website. Proposers 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 process are prohibited and will disqualify a proposal.

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

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

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

PROPERTY DESCRIPTION, SITE MAP, ASSESSORS RECORD

The Town of Tewksbury is seeking Proposals for the sale of 935 Main Street, the site of the former Tewksbury Police Station, Assessors Map 4 Block 69. Further information is attached in Exhibit A Assessor's Card; Exhibit B Deed and Exhibit C Site Plan. The successful bidder must adhere to the requirements of Chapter 153 of the Acts of 2010 Section 5 attached in Exhibit D. Based upon the requirements of Legislation the bidder will be required to agree to a deed restriction that allows the Tewksbury Housing Authority the right to pass and repass by vehicular traffic over an easement and create and reserve 20 parking spaces at the rear of the parcel to benefit the Tewksbury Housing Authority's Carnation Drive housing site.

All proposals must contain the following items:

CONTRACT TERMS AND CONDITIONS

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

1. The sale of the property is subject to a vote and approval of the Tewksbury Board of Selectmen
2. The selected Buyer must execute a Purchase and Sales Agreement with the Town of Tewksbury within ten (10) days of notice by the Town of the approval to sell the property. The Town reserves the right to waive or extend this deadline. In the event that the successful bidder fails to consummate the purchase, meet all requirements of the RFP or enter into the attached sample Purchase and Sale agreement (see Appendix D - Sample Purchase and Sales Agreement) for the subject property the Town of Tewksbury will retain the proposal deposit as liquidated damages.
3. The selected Buyer must purchase the property within 45 days of executing the purchase and sales agreement. The Town reserves the right to waive or extend this deadline.
4. The Buyer agrees to purchase the property "As Is" and agrees there will be no building or structures on the property.
5. A review of applicant's property tax history will be made by the Town of Tewksbury and if the bidder is delinquent in the payment of taxes on any property in the Town of Tewksbury the property will not be sold unless they become current or are in a pre-existing repayment agreement with the Town of Tewksbury Tax Collector-Treasurer's Office. Applicant(s) must also state if they ever had property on which the Town of Tewksbury foreclosed, and the circumstances leading to the previous foreclosure(s).

GENERAL ACQUISITION AND DEVELOPMENT TERMS

The Town of Tewksbury assumes that all proposers have read and thoroughly understood all aspects of the information provided in this RFP and that each proposal will be based on this information. All other information that is in the possession of the Town will be made available for the use of the selected developer as part of the detailed development of the affordable housing development plans for this site.

The selected developer will enter into an acquisition agreement with the Town relative to the purchase and development of the site, and will deposit with the Town a sum to be negotiated. The minimum bid will be \$22,350. The Town understands that there may be minor changes in the development plans as they are refined in detail, but the Town expects that the development actually undertaken on this site by the selected developer will be substantially the concept presented by the developer in the proposal submitted in response to this Request for Proposals. As determined by the Town Manager, the developer is expected to provide public improvements as necessary to service the site

The Town of Tewksbury is prepared to be an active partner with the selected developer in this project, and will seek to work to achieve mutual goals regarding this site. The Town expects that in working closely with the selected developer, any conflicts between the developer's responsibilities and interests and those of the Town can be resolved but the Town reserve the right on all final decisions.

The Town prefers to complete fee-simple transfer of title in the property to the selected developer. However, the Town will also consider other forms of tenure or ownership, provided that the Town finds such to be not detrimental to the Town. The actual schedule for transfer of title to, or for assumption of some other form of tenure or ownership by the selected developer, will be negotiated between the two parties.

The Town will not accept any proposal whose purpose is merely to hold the site vacant or underutilized for purposes of land speculation. The Town will allow development phasing. A developer, if intending to develop the site on a phased basis, shall present in the proposal a realistic and acceptable phasing schedule. The schedule will be incorporated in the acquisition agreement.

Town Meeting has already given authorization to the Board of Selectmen to offer this property for sale at public bid. The proposed use of any preferential tax programs and any other affordable housing development incentive must be part of the proposal submitted.

SUBMITTAL AND CONTENT OF PROPOSALS

Proposals, in the format and content described as follows, will be due not later than 1:00 PM, on July 20, 2015. Proposals, in sealed envelopes appropriately marked "935 Main Street Proposal", are to be mailed or delivered by that time to: Richard Montuori, Town Manager, Town Hall, Town of Tewksbury, 1009 Main Street Tewksbury, Massachusetts 01876. If Hand delivered please deliver to 464 Main Street (temporary location) Tewksbury, MA.

Any proposal received after that time or any proposal that is received incomplete will not be accepted, and no exceptions will be made for any reason. The Town will not be responsible for the complete or timely receipt of any proposal or portion thereof.

Proposals received may not be withdrawn or amended after the aforementioned time and date.

Complete proposals will consist of an original and two (2) full copies on 8-1/2"x11" paper (except that plans and drawings may not exceed 11"x17" in size) and one (1) digital copy of all documents. Proposals shall be limited to 50 pages single-spaced, single sided, including exhibits but not including plans and drawings. Each proposal consisting of the original, 2 copies and digital copy must be contained in a marked sealed envelope labeled "935 Main Street Proposal", —[name of proponent]", comprising fully the following materials and addressing the following matters:

1. Cover Letter/Executive Summary:

A signed cover letter from the proponent, introducing the submittal and identifying the proponent's name, address, telephone number and those of all partners or consultants who have participated in the preparation of the proposal and in the proposed development, and containing a statement agreeing to all terms and conditions outlined in this Request for Proposals, together with a statement identifying terms and conditions about which the proponent may wish to negotiate changes or modifications.

2. Proponent's and Team's Qualifications:

Proponents shall provide sufficient information so that the Town may determine that they are qualified to design, permit, construct, and manage the proposed development. The person(s) or organization submitting the proposal, as a minimum, shall provide the following:

- a. The names, addresses, and telephone number of the person(s) or organization submitting the proposal. If a joint venture, then all information requested shall apply to all parties of the joint venture.
- b. A brief history of the person(s) or organization.
- c. If applicable a listing of all board members and principals of the organization.
- d. Any other relevant information considered useful in the evaluation of the proponent's ability to complete the project if selected, including whether the proponent has had experience with development.
- e. A list of similar projects undertaken within the last 5 years, including their locations and a contact person and telephone number for each. Project plans and/or photographs would be helpful. Projects should relate to the "specific role" that the proponent intends to implement on this project and define their level of involvement. A list of projects similar to this project that are currently still under development by the Proponent or any member of the project team will be supplied.

3. Project Description for new development of the site: (Proponents may submit a proposal either under section 3 or 3A or both sections)

The proposal will contain a full description of the proposed development; management concept, how it adheres to the requirements of this RFP and relevant state statutes and the benefits the proposal will have to this area of Town. Also the following must be included:

- a. Nature of the development concept, total aggregate developed square footage, footprint and floor plan with sizes, and parking;
- b. Schematic building or typical building elevations, or pictures of buildings previously constructed by the proponent, which illustrate the types of buildings proposed for this site and layout of the parking and easement as required for the Tewksbury Housing Authority;
- c. Demonstration of an understanding of the processes to obtain all local and state permits, including zoning and environmental;
- d. Pro-Forma Analysis: The proposal will contain a cost estimate of all relevant land, site preparation, construction, financing, and other development costs necessary to complete the proposed development
- e. Description of how the proposed development will be sensitive to the surrounding environment and what features will be incorporated to enhance environmental benefits;
- f. Project schedule indicating the developer's anticipated timeline for design, permitting, construction, and operation;

- g. Project costs: the proponent shall provide an approximate construction costs for the project, which shall be broken into a minimum of the following categories:
 - Planning and design,
 - Site preparation,
 - Environmental features,
 - Buildings
 - Parking, landscaping, lighting,
 - Other project items;
- h. Total Project Cost
- i. Any other narrative, statistical, or graphic information which will reasonably serve to elucidate the proposal or to illustrate the qualifications of the bidder.

3A. Project Description for moving the Hardy-Pike House to the site:

The proposal will contain a full description of the proposed development; management concept, how it adheres to the requirements of this RFP and relevant state statutes and the benefits the proposal will have to this area of Town. Also the following must be included:

- a. Nature of the development concept for the house to be located on the site, total aggregate developed square footage, footprint and floor plan with sizes, and parking;
- b. Schematic of building and where it will be located on the site as well as a layout of the parking and easement as required for the Tewksbury housing Authority;
- c. Demonstration of an understanding of the processes to obtain all local and state permits, including zoning and environmental;
- d. Pro-Forma Analysis: The proposal will contain a cost estimate of all relevant land, site preparation, construction, financing, and other development costs necessary to complete the proposed development;
- e. Description of how the proposed house relocation will be sensitive to the surrounding environment and what features will be incorporated to enhance environmental benefits;
- f. Project schedule indicating the developer's anticipated timeline for design, permitting, relocation, and operation;
- g. Project costs: the proponent shall provide an approximate construction costs for the project, which shall be broken into a minimum of the following categories:
 - Planning and design,
 - Site preparation,
 - Environmental features,
 - House Relocation,
 - Parking, landscaping, lighting,
 - Other project items;
- h. Total Project Cost
- i. Any other narrative, statistical, or graphic information which will reasonably serve to elucidate the proposal or to illustrate the qualifications of the bidder.

4. Proposed Acquisition Terms:

The proposal will contain a full description of the financial and other terms under which the proponent proposes to acquire the site. This will include an explanation as to how these terms were formulated, and under what schedule and other considerations these terms are proposed. If the proposed terms are contingent in any way on the obtaining of State or Federal grant funds for any aspect of the proposed project, the proposal will so state, together with a justification of the need for and use of such grant funds, and with an explanation of what the implications would be if such grant funds are not forthcoming.

5. Other Conditions:

Any identified exceptions to the requirements contained in this Request for Proposals shall be addressed in the proposal. The Town will assume that any provision of this Request not so identified will be acceptable to the proponent.

All questions about the meaning or intent of this Request for Proposals shall be directed in writing by email to Richard Montuori at rmontuori@tewksbury-ma.gov. The Town will make a response to the questions by 4:30 PM on Thursday July 2, 2015, to all parties who have picked up proposals and no questions will be allowed after 4:30 PM on Monday June 29, 2015 .

Written clarifications or interpretations will be issued by Addenda and will be the only legally binding changes to this Request for Proposals. Oral and other clarifications or interpretations will be without legal effect.

Each proposal in response to this Request for Proposals must be prepared at the time, cost, and expense of the proponent, and with the express understanding that the Town of Tewksbury will not pay for the cost or expense of its preparation, subsequent negotiations or other activities prior to or following the designation of the selected developer.

While the Town of Tewksbury fully expects that one of the proponents responding to this Request for Proposals will become the selected developer, the Town nevertheless reserves the right, at its sole discretion, to reject any or all proposals and to re-offer the property at any time under the same or modified conditions. The Town also reserves the right to reject any proposal if it finds cause to believe that it has received from a proponent any false or misleading information or misrepresentation in connection with a proposal.

The Town reserves the right not to select a proposal for any reason if it deems that doing so would be in the best interest of the Town. The Town reserves the right to select the proposal offering the greatest advantage to the Town, according to its interpretation of the evaluation criteria as set forth herein, as determined at its sole discretion, and may select a proponent other than the one offering the highest payment to the Town.

EVALUATION CRITERIA

Evaluation Criteria:

Any proposal that is not complete and responsive to this Request for Proposals will not be considered, whether in regard to format or content. The Town will evaluate all complete and responsive proposals with respect to the following general and particular criteria. For each criterion a rating will be assigned, consisting of:

H—Highly advantageous: the proposal demonstrates superior capabilities in all respects; Also Highly Advantageous will be given to a responsive and responsible proposal that allows for the Hardy-Pike House to be relocated to the Site.

A—Advantageous: the proposal demonstrated average capabilities overall, some aspects better than average, some aspects worse than average;

NA—Not advantageous: the proposal does not satisfy all Town requirements, or does not demonstrate an adequate understanding of or method of addressing the site, site issues, or industry or market standards;

U—Unacceptable: the proposal is incomplete or otherwise fails to demonstrate that the proposed development can be accomplished.

General Criteria:

The Town will evaluate the proposals received and make its selection on the basis of its judgment as to which proposal (if any) comprises the best and most appropriate balance or combination of the proponent's ability to satisfy the following goals:

- Produce the most aesthetically and functionally appropriate design
- Maintain an acceptable construction process and period
- Use of appropriate materials
- Develop the property in a manner that is environmentally sound and in keeping with the quality of the more recent development in the area.

In addition, the Town will consider each proponent's:

- Understanding of the project and of the relevant issues, concerns, and opportunities in connection with this site
- Any misrepresentation on the part of the applicant(s) could result in disqualification and removal from consideration at any time prior to closing.
- Sensitivity to and awareness of the unique or special attributes and character of this site;
- Timing of performance
- Understanding of issues relative to compliance with local and state requirements;
- Ability to work cooperatively with the Town and its agencies;
- Proposed roles and involvement of each team member and the relevance of the proponent's and each team member's experience in similar projects, the success and appropriateness of those projects
- Proposed Team organization and management, and the extent of previous professional relationships among the Proponent and Team Members;
- Professional, organizational, and financial ability of the Proponent and the Team to carry out the project to a complete and successful conclusion within the timeframes proposed.

Particular Criteria:

In addition to the General Criteria, proposals will be evaluated according to the following criteria. Each proposal shall address these criteria specifically:

Experience:

The development team has done similar work in Tewksbury or other Massachusetts Communities.

Environmental Awareness:

- a. The extent to which the proposed facility minimizes impacts to the surrounding environment from traffic flow, noise levels, water requirements, wastewater disposal, vegetation clearing, and other related issues.
- b. The extent to which the proposal complies with requirements of the Department of Environmental Protection and Conservation Commission's wetland protection regulations.
- c. The demonstrated ability of the proposal to prepare and conduct site management and post-closure protection programs that minimizes impacts to the environment on an on-going basis.
- d. The extent to which the proposal incorporates technologies, materials, or program features to enhance the environmental benefits of the proposed development.

Proponent Experience and Qualifications:

The proponent must provide detailed information regarding the major elements on the project team to demonstrate the overall qualifications to design and construct (or relocate) the proposed facilities; the extent to which the team has worked together will be considered, as will the following criteria:

- a. The proponent's financial or organizational capacity to successfully carry out the development of the site.
- b. The proponent's ability to deliver the proposed development within the timeframes indicated.
- c. The extent to which the proponent and the project team have successfully developed similar projects.
- d. The extents to which the proponent and the project team are able and willing to modify their standard development prototype given unique and special conditions of this site.
- e. The extent to which proponent's team has demonstrated an ability to work together effectively and efficiently.
- f. The proponent's ability to work with municipal and state officials.
- g. The proponent's ability to comply with and utilize applicable Federal, State, and Local laws, regulations, rules, and requirements.

Suitability of the Proposal to the Town's Goals and Needs:

The proponent must identify an understanding of the Town's goals and needs relative to this project, and provide information and analysis to indicate how the proposal addresses and satisfies these goals and needs:

- a. The extent to which the proponent proposes to rely on privately available resources to finance, build, maintain, and manage the proposed.
- b. The project team's ability to work cooperatively with the Town of Tewksbury and its officers and officials.

SELECTION PROCEDURE

The Town will appoint a Screening Committee which will review the proposals in accordance with the criteria noted herein. Proposals received in a timely manner will first be evaluated for completeness. The Screening Committee will initially evaluate the proposals on the basis of the evaluation criteria described above in the manner generally described in Massachusetts General Laws, Chapter 30B, Section 6(e). To be deemed complete and responsive, a proposal must not receive a rating of unacceptable (U) in any of the evaluation criteria. The Screening Committee will reject any proposal receiving any unacceptable rating. The Screening Committee may contact references for identified developments, visit the developments, interview or otherwise contact persons identified by proponents, or seek any information that may assist it in evaluating the written proposals. The Screening Committee may also conduct interviews of any or all of the proponents. The Screening Committee will then rank the proposals.

The Board of Selectmen of the Town will then review the Screening Committee's rankings. The final selection of the developer for the acquisition and development of this site shall be entirely within the purview and authority of the Board of Selectmen, who may accept the Screening Committee's rankings or alter them. The Board of Selectmen may alter the rankings as it sees fit in its sole discretion according to the best interests of the Town. Following the Board of Selectmen's action on the rankings, the then highest ranked developer will be sent a notice indicating its tentative selection as developer, a negotiation schedule and a procedure whereby the developer and the Town shall conduct negotiations. Within thirty days following this notice, the selected developer will present a draft Purchase and Sale Agreement, together with any other appropriate legal documents for effectuating the transaction, to the Board of Selectmen for review by the Town. It is anticipated that a final Purchase and Sale Agreement will be executed within ninety days following the initial notice. The time frames in this paragraph may be extended by mutual consent of both parties.

If within ninety days of the initial notice, the Board of Selectmen determines that satisfactory contract terms and conditions cannot be reached with that developer, the Board of Selectmen may terminate negotiations with that developer and commence negotiations with the then second-ranked developer, and it may continue this procedure through all lower-ranked developers, as necessary.

The selected developer may be required to post a Performance Guarantee acceptable to the Town to guarantee completion of the development in accordance with the Purchase and Sale Agreement and all relevant laws and regulations.

At every point in the selection procedure, the Town reserves the right to waive minor informalities or to allow a proponent to correct them. The Town also reserves the right to reject any or all bids at any time as may be in the best interest of the Town.

PROPOSAL FORMS

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

8. W-9 Form

Form - 1

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 - 2

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.

Signature of individual submitting the bid or proposal

Name of business

Form – 3

**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 – 4

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: 935 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 - 5

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 - 6

**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 - 7

MASSACHUSETTS TAX COMPLIANCE STATEMENT

Massachusetts Tax Compliance Statement

FROM: _____ Fed ID# _____

I certify under the penalty of perjury that the above named organization or 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.

**APPENDIX D - 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 Proposals 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 Date
- The 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 case of the BUYER to:

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. 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.