

**Former South School
719 South Franklin Street
Holbrook, MA**

**Town of Holbrook
Request for Proposals**

Purchase of Town Owned Real Estate

October 30, 2018

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I. GENERAL INFORMATION

- a) **Overview:** The Town of Holbrook, acting by and through its Town Administrator, is offering to sell a Town owned building known as the *former* South School located at 719 South Franklin Street, Holbrook, MA 02343. The Town is seeking a qualified applicant to purchase the property as described in this Request For Proposal ("RFP"). This RFP may be obtained at the office of the Town Administrator, Town Hall, and 50 North Franklin Street, Holbrook, Massachusetts 02343.
- b) **Property Description:** The property located at 719 South Franklin Street, commonly known as the South School, (hereinafter the "Site") is a +- 11.6 acre parcel with a +- 38,000 square foot building, formerly used as a school, with paved parking area. Access to *the* Site is provided via South Franklin Street. There is also 142 feet of frontage on Quincy Street. Please see Town of Holbrook Property Record Card and site imagery attached hereto as Exhibit A. The successful Respondent will be requested to perform its own property survey for use in permitting from the Town and/or the Holbrook Planning Board, including the filing of any ANR Plan, if necessary.
- c) The building is one story and was previously used as a public education facility. It was built in 1959. The building has brick/masonry for exterior cover and a membrane roof. The building is comprised of multiple classrooms, bathrooms, offices, a kitchen, a combined cafeteria/gymnasium with a stage area, and a utility room with boiler system. The building has a forced hot air heating system.
- d) The property profile consists of the building, its parking lot, and some grass and landscaped buffers. It has single family homes on both sides, and grass and landscaped buffers.
- e) The Town is requesting proposals from Respondent interested in purchasing the described site in accordance with the terms and conditions of this RFP.
- f) It is the objective of the Town that the site be converted to serve as commercial, retail or residential use. A mix of these uses would also be viewed favorably. The property is currently zoned as "Residential 1" (60,000 square foot lots). However, the Board of Selectmen is open to proposing a Town meeting Article to re-zone the property in accordance with a preferred proposal.
- g) The following meanings are attached to the defined words then used in this RFP:
 - i. "Town" means the Town of Holbrook
 - ii. "Minimum and Mandatory Evaluation Criteria": means the criteria for determining whether the proposal is responsible and responsive.
 - iii. "Comparative Evaluation Criteria": means the criteria for determining whether the purposed use of the site is in the best interest of the Town.
 - iv. "Site" shall mean the parcel of land with the building thereon as existing after subdivision by the selected Respondent.

II. PROPOSAL COMPONENTS AND TIMELINE

- a) Although price will be a factor and considered by the Town in evaluating responses to this RFP it will not be the sole determining factor. The Town also is interested in seeing the Site utilized in a manner that promotes smart commercial or residential growth. The Town will determine the most advantageous proposal taking into consideration all evaluation criteria, as well as price, from responsible and responsive proposers responding to this RFP.
- b) Proposals, therefore, must include both a "Price" and a "Non-Price" proposal as follows:
 - i. Price Proposal information shall state the actual monetary offer being made by the Respondent for Purchase of the Site.
 - ii. Non-Price Proposal information shall state the necessary information as required in the RFP in responding to minimum and comparative evaluation criteria.
- c) Each proposal must comply with all requirements as outlined herein. Proposals that do not comply with all requirements may be rejected in accordance with law.
- d) Proposals considered responsive to this RFP shall be filed with the Town Administrator's Office, 50 North Franklin Street, Holbrook, Massachusetts, by **12:00 noon on January 9, 2019**. The Proposals will be opened at **12:15 PM** on said date.
- e) If, at the time of the scheduled proposal opening, the Holbrook Town Hall is closed due to uncontrolled events such as fire, snow, Ice, wind or building evacuation, the proposal opening will be postponed until 2:00 PM on the next normal business day. Proposals will also be accepted until that date and time.
- f) All Respondents shall submit one (1) package consisting of two sealed envelopes to be marked as Envelope A and Envelope B:
 - i. Envelope A shall contain the Respondent's name and shall be further marked, "REAL ESTATE PURCHASE PROPOSAL – SOUTH SCHOOL, NON- PRICE INFORMATION" and shall contain all information requested by the Town as set forth in Section IV. NO OTHER MARKINGS SHALL BE MADE ON THE ENVELOPE.
 - ii. Envelope B shall contain the Respondent's name and shall be further marked, "SOUTH SCHOOL - PRICE INFORMATION" and shall contain all information required by the Town as set forth in Section III. NO OTHER MARKINGS SHALL BE MADE ON THE ENVELOPE.
- g) After all proposals are opened, a Respondent may not change any provision of his/her proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived by the Town, solely at the Town's discretion; or, the Respondent, at the sole discretion of the Town, may be allowed to correct them. The Town shall have sole authority to determine minor informalities.
- h) If a mistake is made in the proposal amount, and the intended amount is clearly evident on the face of the proposal document, the mistake may be corrected to reflect the intended correct offer.
- i) A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal

document, but the intended correct proposal is not similarly evident. The determination as to whether a mistake has occurred shall rest solely with the town.

- j) **Revisions:** If it should become necessary to revise any part of the RFP specifications, an addendum will be issued and furnished to all individuals and/or firms that have requested or will request specifications.
- i. Any prospective Respondent requesting a change in or interpretation of existing specifications or terms and conditions must do so within five (5) days (Saturdays, Sundays, and legal holidays excluded) before the scheduled proposal opening date. All requests are to be in writing to the Town Administrator. No changes will be considered or any interpretation issued unless request received by the Town within five (5) days before scheduled proposal opening date. All inquiries must be submitted in writing to:

Timothy Gordon, Town Administrator
Town of Holbrook
50 North Franklin Street
Holbrook, MA 02343

k) Proposal Submission Formation:

- i. Respondent should review the RFP to be sure that all necessary documentation is submitted. Proposals that do not contain all of the documentation required in this RFP will not be considered and shall be immediately rejected from further consideration. Respondent should also review Comparative Evaluation Criteria to determine how proposals will be evaluated after meeting the Minimum Evaluation Criteria as set forth in this RFP
- ii. Proposals must be submitted in one (1) package. The package must be labeled as follows:

Chief Procurement Officer - Town of Holbrook
Purchase of South School
c/o Timothy Gordon, Town Administrator
50 North Franklin Street
Holbrook, MA 02343
- iii. Each package is to include Envelope A and B as stated above. Late submissions will be rejected, regardless of circumstances. The Town *is* not responsible for submittals not properly marked.
- iv. Proposals must include a fully executed Certificate of Non-Collusion and Tax Compliance, and the Disclosure Statement For Transaction With A Public Agency Concerning Real Property required by M G L c 7C, §38 (formerly M S L c.7, §40J). Copies of these documents can be found in Exhibit B.
- v. All materials submitted by a Respondent become the property of the Town. The Town is under no obligation to return any of the material submitted by a Respondent.

- l) **Rule for Award:** The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the solicitation will be selected.
- m) Nothing herein is intended to exclude any responsible Respondent or in any way restrain competition. All responsible Respondents are encouraged to submit proposals. The Town encourages participation by Minority and Women Owned Business Enterprises. Preference will be given to Holbrook-based organizations.

III. PRICE PROPOSAL

- a) Price information submitted as part of a response to this RFP shall be submitted in Envelope B (see Section II.f of this RFP) on the Price Proposal Form included as Exhibit D. The proposal must reflect the full offer being proposed to purchase the Site. **PRICE INFORMATION SHALL ONLY APPEAR IN THE PRICE PROPOSAL SECTION OF THE RFP AS SET FORTH IN SECTION II.f OF THIS RFP.** The Price Proposal Form provided as Exhibit D should be used for all proposals.
- b) All prices submitted in response to the RFP shall be firm. Each proposal must state in the Proposal that the Proposal shall remain in effect for ninety (90) days from the deadline for submission. The Town will decide upon award of the proposal within ninety (90) days of submission.

IV. NON-PRICE PROPOSAL

- a) **Minimum Evaluation Criteria:** Each offer to purchase the Site contained in this RFP shall include the following minimal information. Proposals not including all of this information, or with insufficient information to meet the criteria described below, shall be eliminated from further consideration.
 - i. **Letter of Intent/Offer to Purchase:** Respondent must submit an offer to purchase and provide a clear and concise statement describing the proposed use of the Site. The Offer to Purchase must be signed by the person(s) with authority to contractually bind an Offer to Purchase on behalf of the Respondent.
 - ii. **Description of the Respondent(s):** A description of the entity submitting the proposal must include, if not an individual, the name of all partners, corporate name(s), and D/B/A(s) if applicable, and the pertinent address and telephone number; names and addresses of all investors/shareholders and officers of the corporation; names and title of persons with the authority to contractually bind an Offer to Purchase with proof of authority by corporate vote or other. The description of the Respondent shall also include the following information:
 - 1. Experience and qualifications of the Respondent in developing, owning, operating and/or managing property(s).
 - 2. List of other properties developed by the respondent and respective references.
 - iii. **Proposed Use:** Respondent must describe the proposed use(s) for the Site and include in the Proposal the following information:

- 1) A clear and concise statement describing the proposed use of the Site.
 - 2) A description of the proposed improvements to be made with associated cost and timeframe for completion.
 - 3) The status of financing commitments for the proposed use of the Site, including the names of equity investors and/or sources of loan funds.
 - 4) The estimated start date of the improvements to be made (in terms of number of days or months) from the date of closing.
 - 5) The estimated completion date of the improvements (in terms of number of days or months) from the start date.
 - 6) An anticipated date for commencement of operations or use of the Site as proposed.
 - 7) A comprehensive description of any proposal to lease the Site for special events to include rental process, estimated cost of rental, type of events.
 - 8) A Financial Plan showing a development pro-forma which identifies all anticipated sources and uses of funds, including public and private debt and equity financing and all anticipated acquisition, construction and general development costs.
- iv. **Comparative Evaluation Criteria:** Each proposal meeting the Minimum Evaluation criteria shall be further evaluated and rated according to the Comparative Evaluation Criteria in order to determine the relative merits of each proposal. This review will cover the objectives listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of Highly Advantageous, Advantageous and Not Advantageous.

1) Site Re-Use:

Highly Advantageous- The Respondent demonstrates a comprehensive plan to develop a mixed-use development with up to 50 owner-occupied residential units and 50,000 square feet of retail/commercial space. Other highly advantageous uses would include an assisted living facility.

Advantageous- The Respondent demonstrates a plan for general commercial use and/or single family houses

Not Advantageous- Any response that **does not** include either; the demolition of the existing building; or a complete renovation of existing building.

2) Property Development Experience

Highly Advantageous - Respondent demonstrates the experience and qualifications necessary to successfully develop, sell, own, and/or manage commercial real estate, assisted living facilities, and/or mixed use development.

Advantageous - Respondent demonstrates the experience and qualifications necessary to develop and market single family residential housing or commercial/industrial properties.

Not Advantageous - Respondent states that they have the ability to develop, sell, own, and manage commercial and/or residential properties, but does not provide supporting evidence.

3) Financial Capability

Highly Advantageous - Respondent demonstrates a firm financial commitment for the development proposed, by providing commitment letters or letters of intent from all financial sources to be used for the development, including construction, sufficient to meet the proposed Site development and which demonstrate the ability to commence construction within twelve (12) months and completes construction in two (2) years.

Advantageous - Respondent has letters of financial interest for the development proposed, by providing commitment letters from all financial sources to be used for the development, including construction sufficient to meet the proposed Site development but which does not demonstrate an ability to commence construction within twelve (12) months and completes construction in a time frame greater than (2) years but less than three (3) years.

Not Advantageous - Respondent does not have financial letters of interest for the development proposed from financial sources to be used for the development or letters of financial interest consistent with either of the time frames set forth above.

4) Financial Support to the Town

Highly Advantageous - The Respondent demonstrates the development of a project that provides maximum tax revenue for the Town and a service or benefit to the residents of the Town.

Advantageous - The Respondent demonstrates the development of a project that provides significant tax revenue and a service or other benefit to the residents of the Town.

Not Advantageous - The Respondent **does not** demonstrate the development of a project that provides significant tax revenue for the Town.

5) Experience for Respondents

Highly Advantageous - The Respondent demonstrates ten (10) or more years of real estate development and managing experience.

Advantageous - The Respondent demonstrates greater than five (5) years of real estate development and managing experience but less than ten (10) years.

Not Advantageous - The Respondent that demonstrates less than five (5) years of experience in real estate development and managing.

V. CONTRACT TERMS AND CONDITIONS

- a) The selected Respondent shall execute a Purchase Agreement with the Town within thirty (30) days from the Respondent's receipt of the Board of Selectmen's Notice of Award; **and/or Town Meeting Vote on sale of town owned land.** The purchase/ Development Agreement will contain provisions, amongst others, that set forth time lines for commencement of development work as well as for filing of application for necessary permit. The Purchase of the Site shall be

subject to any easements existing and required for street, sewer, and water, or any other public purposes abutting and within said property and any other encumbrance of record. The Respondent shall thereafter tender any payments due the Town upon execution of the Purchase Agreement. Notwithstanding the foregoing, the Town, in its sole discretion, reserves the right to extend time for execution of the Purchase Agreement for extenuating circumstances.

- b) It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Respondent to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
- c) The Purchase/Development Agreement shall be drafted by Holbrook's Town Counsel consistent with the terms of this RFP and with the selected Respondent's proposal.
- d) The Respondent will be responsible for obtaining all local and state approvals, permits and licenses.
- e) The Respondent will be required to certify that no official or employee of the Town of Holbrook, Massachusetts, is interested in this proposal which the Respondent offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L., Chapter 43, Section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
- f) The Respondent understands that if a complaint or claim alleging violation by the Respondent of the relevant statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Respondent agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

VI. OTHER PROVISIONS

- a) **WITHDRAWAL OF PROPOSALS:** Proposals may be withdrawn, corrected, or modified at any time prior to the time specified for the opening of RFP by a written and sealed notice received by the Town of Holbrook prior to the time and date set for opening of the proposals. Proposal modifications must be submitted in a sealed envelope clearly marked with the Respondent's name and the words, "Modification Number: ". Each modification must be numbered in sequence and must reference the original proposal.
- b) **BRIEFING SESSION:** The Town of Holbrook will hold a pre-proposal meeting with prospective Respondent to answer questions on the contents of this proposal on November 28, 2018, at 11:00 am in the Heritage Room, Holbrook Town Hall, 50 North Franklin Street, Holbrook, MA with a site visit to follow thereafter, if necessary. Questions will not be answered on the telephone.
- c) **TIME OF AWARD:** The Town of Holbrook shall award this contract within ninety (90) days after proposal opening. The time for award may be extended for up to an additional thirty (30) days after the date of the opening of the proposals by mutual agreement between the Town and the highest responsive and responsible Respondent offering the most advantageous

proposal as determined by the Town's Chief Procurement Officer.

- d) **RESERVATION OF RIGHTS:** The Town reserves the right to cancel or reject in whole or in part any or all proposals, to waive any defects, informalities, and minor irregularities in any proposals or offers received, to accept exceptions and to act otherwise if such action is determined to be in the best interest of the Town.
- e) **CERTIFICATE OF NON-COLLUSION:** All persons or firms submitting a proposal shall submit a signed certificate of non-collusion. See form attached as part of Exhibit B.
- f) **COMPLIANCE WITH MGL CHAPTER 62C SUBSECTION 49A:** Respondent shall submit a signed certificate of compliance with MGL c.62C, § 49A, which states that all state tax returns have been filed and all of the person's or firms' state taxes have been paid; and that all Town taxes and charges, if applicable, have been paid. See form attached as part of Exhibit B.
- g) **DISCLOSURE STATEMENT:** Respondent shall submit a signed Disclosure Statement For Transaction With A Public Agency Concerning Real Property required by M 0 L c 7C, §38 (formerly M 0 L c.7, §40J) See form attached as part of Exhibit C.
- h) **COMPLIANCE WITH MGL, C.44, §63A:** The Respondent awarded the right to Purchase with the Town shall be responsible for payment of real estate taxes as required by M G L c.44, §63A, if applicable
- i) **INSURANCE:** All Respondents shall provide a certificate of insurance conforming to the insurance requirements, if any, specified in the Purchase Agreement at closing.
- j) **CERTIFICATE OF VOTE OF AUTHORIZATION:** Respondent shall certify that the proposal made to the Town of Holbrook is under the pains and penalties of perjury and that the proposal has been made and submitted in good faith and without collusion or fraud. The certification shall also state that the word "person" shall mean any natural *person*, business, partnership, corporation, committee, club or other organization, entity, or group of individuals involved as part of the offer.
 - a. Any corporation making an offer shall also provide a certification stating that the person signing the offer is an authorized corporate officer with the authority to *bind* the corporation. A certificate of corporate authority shall be provided.
- k) **NOTICE AND INFORMATION REQUESTS:** Any and all requests for information shall be made in writing and shall be addressed to: Town Administrator, Holbrook Town Hall, 50 North Franklin Street, Holbrook, MA 02343. All questions by prospective bidders will be answered within seven (7) days of receipt by the Town Administrator's Office No questions will be answered by Town Officials other than in writing.
- l) **ASSIGNMENT OF AGREEMENT:** The Respondent shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP or any right, title or interest therein, in whole or in part, without the written permission of the Town. The Town reserves the right to declare *the* Respondent in default should the Respondent co act or attempt to act without such written consent from the Town.

- m) **INDEMNIFICATION:** The selected Respondent shall, as a term and condition of the Purchase Agreement, indemnify, defend and hold harmless the Town of Holbrook and all of its officers, agents, and employees against all suits, claims, or liabilities of every name, nature and description arising out of or in consequence of the acts of the Respondent in the performance of the work covered by this RFP and the Purchase Agreement and/or the Respondent's failure to comply with the terms and conditions thereof.
- a. The Respondent shall indemnify and hold the Town, its offices, agents and employees harmless from, against, for, and in respect of any liability arising out of the rental of the facility to third parties for special events.
- n) **LEGAL DESCRIPTION:** As stated in Section 1.2 the successful Respondent will be required to prepare and file with the Holbrook Planning Board the necessary application and plans to develop the Site. This will require the successful Respondent to perform a survey and prepare a legal description for the Site (acceptable to the Town). The legal description shall be approved by the Town of Holbrook provided such description reasonably conforms to the green boundary area shown on Exhibit A.
- o) **PROPOSAL SURETY:** A certified check made payable to the Town of Holbrook in the amount of ten (10%) percent of the purchase price must accompany each response to this RFP. This check must be submitted under separate sealed cover marked "Proposal Surety." In the case of default, the surety shall be forfeited to the Town as liquidated damages. Any surety submitted by Respondents not selected by the Town shall be returned to each respective unsuccessful Respondent.