

# **Request for Proposals (RFP)**

## **Town of Acton Disposition of Municipal Real Estate For Affordable Housing Purposes**

### **A. Introduction**

#### **1. Request for Proposals**

The Town of Acton (the “Town”) acting by its Acton Board of Selectmen is seeking proposals for the disposition of a 20,000± square foot portion of the real property located at 116 Concord Road, Acton, MA 01720 with the existing house and associated improvement thereon (the “Property”), and the rehabilitation the existing house and associated improvements on the Property into one unit of affordable housing eligible for inclusion in the Town’s Subsidized Housing Inventory (“SHI”).

The RFP specifies the process for disposition and the restrictions imposed on the subsequent use of the Property for residential and affordable housing purposes. After acquiring the Property, the successful RFP Respondent must:

- Rehabilitate (within the time specified in this RFP) the existing farmhouse-style building and its related other improvements on the Property to a fully habitable condition in accordance with all applicable codes and the requirements of this RFP (the “Work”); and
- Market and resell the Property, promptly upon completion of the Work, restricted as an affordable unit, and sold in a lottery process.

The purpose of this RFP is to select a developer/owner who will acquire, develop, restrict, market and resell the Property in accordance with this RFP.

Depending on the development costs, there is a potential for the RFP Respondent’s costs to exceed its revenue. To help address this issue and to afford a reasonable development profit, there is no minimum bid price for the Property. To conform to the requirements of the state’s Affordable Housing Act, any profits from the Project shall be limited to an overall profit cap of twenty percent (20%) of total development costs of the Project, as accepted by the Department of Housing and Community Development. Any excess profit must be paid to the Town for affordable housing purposes.

**2. Site Tour and Briefing**

Interested RFP Respondents **are strongly encouraged** to have a representative attend an information session at Town Hall followed by an on-site tour at the Property. The information session will be on \_\_\_\_\_, **2016, beginning at 10:00AM in room 126 of Acton Town Hall.**

Advance registration to attend the briefing is encouraged by no later than the close of business on \_\_\_\_\_, **2016.** To register, please contact Andrea Ristine in the Municipal Properties Department by email [aristine@acton-ma.gov](mailto:aristine@acton-ma.gov).

**3. Submission Deadline**

Sealed proposals will be received at the following address until 12:00 noon, on **Monday**, \_\_\_\_\_, **2016**, at which time and place they will be publicly opened and read aloud:

Town of Acton  
c/o Steven L. Ledoux, Town Manager  
Acton Town Hall  
472 Main Street  
Acton, Massachusetts 01720

No proposals submitted after this time will be accepted.

RFP Respondents must submit an original and ten (10) copies of the Response in a sealed package, plainly marked "RFP - Proposal for Disposition of Town Property." Within the sealed package, the original and ten (10) copies of the Price Summary Form must be contained in a separate sealed envelope plainly marked "Price Summary Form - RFP Proposal for Disposition of Town Property."

RFP Respondents must meet all minimum evaluation criteria, must complete the enclosed proposal form and price summary form, and must include all required documents.

RFP Respondents may correct, modify or withdraw proposals, in writing only, prior to the proposal opening. Corrections or modifications must be in a sealed envelope when submitted.

All proposals must remain in effect for a period of one hundred eighty (180) calendar days from the deadline for submission, or until the disposition has been effectuated, or this Request for Proposals is cancelled, whichever occurs first.

**4. Questions on RFP**

All inquiries concerning this RFP should be in writing submitted by mail, overnight mail, or email (phone calls will not be permitted) to be received by the Town no later than \_\_\_\_\_, **2016**, to:

Town of Acton  
c/o Steven L. Ledoux, Town Manager  
Acton Town Hall  
472 Main Street  
Acton, Massachusetts 01720

Or by email to Andrea Ristine in the Municipal Properties Department at [aristine@acton-ma.gov](mailto:aristine@acton-ma.gov).

**5. Disclaimers and Caveats**

The Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

The Town has attempted in this RFP to be accurate, but the Town is not responsible for any unintentional errors herein.

All proposals shall be deemed to be public records subject to M.G.L. c. 4, § 7(26).

**6. Contingencies**

The award of this contract is subject to M.G.L. c. 30B, § 16; and is subject to and contingent on the following contingencies:

- Approval by a two-thirds vote at the 2016 Acton Annual Town Meeting of a warrant article to rezone the Property from Zoning District R-8/4 to Zoning District R-2 (and subsequent approval thereof by the Attorney General pursuant to M.G.L. c. 40, § 32),
- Approval by a two-thirds vote at the same Town Meeting of a warrant article substantially in the form attached as Exhibit A authorizing the disposition of the Property (and the subsequent approval of the disposition by the Board of Selectmen); and
- Approval by the Department of Housing and Community Development's ("DHCD's") of the Town's Local Initiative Program Application for the approval of the affordable housing unit on the Property as a Local Action Unit under the requirements of 760 CMR 56.00 and DHCD's Local Initiative Program Guidelines.

## **B. Property Description**

Set forth below is certain background information about the Property which the Town has assembled from a variety of sources. The Town is providing this information in this RFP and its Exhibits and any supplements thereto (collectively the “Property Information”). However, the Town of Acton makes no representation or warranty, express or implied, as to the accuracy and completeness of the Property Information. The Town of Acton assumes no liability for the accuracy or completeness of the Property Information and each RFP Respondent assumes all risk in connection with the use of the Property Information and by responding to the RFP releases the Town of Acton and its Boards, Commissions and officials from any liability whatsoever in connection with the use of the Property Information by the RFP Respondent.

### **1. Location and Site Information:**

Subject to the terms and conditions of this RFP and the necessary votes of the Town Meeting and the Board of Selectmen, this RFP involves the proposed sale of a 20,000± square foot portion of the real property located at 116 Concord Road, Acton, MA 01720, with the existing house and associated improvement thereon (the “Property”), described as follows:

- The Property to be conveyed comprises a 20,000± square foot portion of a larger parcel known as the Morrison Farm which was acquired by the Town of Acton by Deed dated October 30, 1997, and recorded in the Middlesex South District Registry of Deeds in Book 27831, Page 287 on October 31, 1997 (the “Town’s Deed”) (Exhibit B).
- The Property to be conveyed is shown as Lot \_\_\_ on an Approval Not Required Plan dated \_\_\_\_\_, 2016, endorsed for the Acton Planning Board on \_\_\_\_\_, and recorded in the Middlesex South Registry of Deeds as Plan No. \_\_\_\_ of 2016 (the “ANR Plan”) (Exhibit C).
- The Property to be conveyed consists of 20,000± square feet, with 150± feet of frontage on Concord Road.
- The Property does not include, and there is excepted from the proposed conveyance, all other real property covered by the Town’s Deed or shown on the ANR Plan including without limitation Lot \_\_\_ on the ANR Plan.
- The Property is to be conveyed subject to and with the benefit of the following easements: (a) a perpetual Access & Utility Easement to be granted to the Town at the Closing (Exhibit D); and (b) a perpetual Access & Utility Easement to be granted to the Purchaser at the Closing over abutting property of the Town (Exhibit E).

### **2. Buildings and Improvements:**

There currently exist a house and related improvements on and under the Property. The Successful RFP Respondent shall be responsible for the rehabilitation to a habitable condition of the house and improvements situated on or under the Property. The existing barn is not located on the Property being sold and is not part of the sale.

**3. Zoning:**

The Property is currently zoned Residential R-8/4. Because the dimensions of the Property do not conform to current zoning, disposition of the Property pursuant to this RFP is subject to and contingent upon a two-thirds affirmative vote at the Acton Annual Town Meeting commencing April 4, 2016, to rezone the Property from R-8/4 to R-2.

**4. LIP Program**

The Town has filed a “Local Initiative Program Application for Local Action Units” asking DHCD to approve the affordable housing unit in the rehabilitated house on the Property as a Local Action Unit under the requirements of 760 CMR 56.00 and DHCD’s Local Initiative Program Guidelines (the “LIP Application,” Exhibit F). The disposition of the Property by the Town pursuant to this RFP is contingent on DHCD’s approval of the LIP Application (the “LIP Approval”). Assuming DHCD approves the LIP Application and assuming Town Meeting authorizes the disposition of the Property and adopts the proposed rezoning the Property from R-8/4 to R-2, there will be no need for a Comprehensive Permit for the project pursuant to M.G.L. Chapter 40B. The Town will issue an addendum to the RFP if DHCD issues the LIP Approval before RFP Responses are due.

**5. Utilities and Infrastructure:**

Public water, natural gas and electricity are available at the Property.

There is no public sewer serving the Property. Exhibit G is a copy of the inspection report for the inspection of the existing septic system for the house on the Property, conducted on September 1, 2015, pursuant to 310 CMR 15.301. The Successful RFP Respondent is responsible for obtaining from the Acton Board of Health any necessary Sewage Disposal Permit or other permit required for any construction or rehabilitation of the subsurface sewage disposal system for the residential building on the Property, and for performing all construction or rehabilitation of the sewage disposal system in accordance with the Sewage Disposal Permit.

The Successful RFP Respondent shall be responsible for making all utility connections and paying the cost involved.

**6. Appraisal:**

The firm of Avery and Associates has appraised the Property as of \_\_\_\_\_, as set forth in the Appraisal Report dated \_\_\_\_\_ (Exhibit H).

**7. Respondent's Responsibility for Due Diligence:**

RFP Respondents should undertake an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations pertaining to the Property, the Work, and the proposed use.

The Town of Acton makes no representation or warranty with respect to the Property, including without limitation, the Town's title to the Property, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property.

The successful RFP Respondent must accept the Property (including without limitation the existing house and related improvements) on a strictly "as is" basis without any warranty or obligation whatsoever on the part of the Town of Acton

The RFP Respondent shall release, defend, indemnify and hold the Town of Acton harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the physical and environmental condition of the Property.

### **C. Evaluation of Proposals**

The Town will review all proposals received by the filing deadline in accordance with the Comparative Evaluation Criteria in Appendix I and the following procedure:

- Proposals will be evaluated and rated by the Town Manager (with input from Town staff, counsel and advisors) according to the Comparative Evaluation Criteria set forth in this Appendix I to the RFP.
- The Town Manager will make his recommendations to the Town's Board of Selectmen.
- The Board of Selectmen will select the most advantageous proposal from the responsible and responsive RFP Respondents, taking into consideration the Comparative Evaluation Criteria, the Town Manager recommendations, and the Board's own judgment as to which RFP Respondent best meets the Comparative Evaluation Criteria.

- The Town will notify all RFP Respondents in writing of the decision.
- The actual disposition is subject to the Contingencies stated in RFP Section A.6 regarding approvals by DHCD and by Town Meeting (and the Attorney General for the zoning amendment and the Acton Board of Selectmen for the disposition),

The Town reserves the right to reject any and all proposals if the Town determines that it is in its best interest to do so. The Town also reserves the right to waive any informalities in the proposal process and to accept the proposal(s) deemed to be in the best interest of the Town.

The Town reserves the right to interview or to seek additional information from any RFP Respondent after the opening of Proposals but before entering into a Disposition Agreement, to reject any proposal if Town deems it to be in the best interests of Town, and to award the Disposition Agreement to the next qualified applicant.

## **D. Disposition Agreement**

The successful RFP Respondent will have thirty (30) days from the time he/she/it receives notice from the Town that the offer has been accepted to execute the Purchase and Sale Agreement for the Disposition of the Property (Disposition Agreement) (Exhibit I), with such mutually acceptable amendments as are consistent with this RFP and approved by the Town. Any such amendments to the Disposition Agreement may be negotiated by the Town after the successful bidder has been selected.

If the successful RFP Respondent fails to execute the Disposition Agreement within thirty (30) days of notice of award (or within any extension to which the Town may agree in writing), the Town may select the next most advantageous offer.

## **E. Specific Terms, Conditions and Restrictions on Reuse**

Pursuant to M.G.L. c. 30B, § 16, the Town sets the following terms, conditions and restrictions on the RFP Respondent's use of the Property pursuant to the RFP:

### **1. The Project**

After acquiring the Property, the Successful RFP Respondent shall, at its sole expense, perform and complete (within the time specified in this RFP) all work necessary for the rehabilitation of the existing house on the Property, together with related improvements, into one single-family residential affordable housing unit in accordance with all applicable codes and the following guidelines and requirements (the "Work"):

1. The attached Property Rehabilitation Requirements (Exhibit J).<sup>1</sup>
2. The requirements of this RFP;
3. The requirements of the Disposition Agreement;
4. The requirements of the Local Initiative Program and the LIP Approval;
5. The requirements of the Acton Zoning Bylaw;
6. The requirements of any Sewage Disposal Permit and Sewage Disposal Plans; and
7. The requirements of all other required governmental permits and approvals.

## 2. **Costs of the Work**

The RFP Respondent shall be solely responsible for all costs and expenses of the Work, including without limitation, rehabilitation of the existing building and improvements on the Property, the design and construction of the new residential unit in the house, the installation of all utilities and site work required for the proposed housing use, and any other measures necessary to construct and occupy the house in compliance with all applicable federal, state and local laws, bylaws, ordinances, rules, regulations and codes for the proposed use. Except to the extent provided herewith, the RFP Respondent shall, at its sole cost and expense, obtain all necessary permits, approvals and licenses from governmental authorities, including the Town of Acton, required for Work.

The RFP Respondent shall pay (or cause to be paid) all costs and expenses associated with the Work (including, without limitation, all architectural, engineering, construction, legal and consultant fees and costs) and shall defend, indemnify and hold the Town of Acton harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the performance of the Work.

## 3. **Performance Standards**

The RFP Respondent shall perform and complete the Work in a good and workmanlike manner, in compliance with good engineering and construction practices, using all new materials, and with the requirements of all applicable laws, bylaws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments with jurisdiction.

The RFP Respondent shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Dust, noise and other effects of such work shall be

---

<sup>1</sup> Exhibit J is not all-encompassing, and the successful RFP Respondent should identify and implement any other necessary measures to render the House on the Property habitable.

controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area.

#### **4. Affordability Requirements**

The Town has established the following affordable housing goals and guidelines for the reuse of the Property, which shall be incorporated as terms, conditions and restrictions on the RFP Respondent's use of the Property:

##### **(a) Unit Price Limits**

- There shall be one and only one **two-bedroom** unit on the Property, which shall be located in the existing/rehabilitated single-family house on the Property.
- The initial sale price of the affordable single family home will not exceed \$ **\_\_\_\_\_**, and it will be sold pursuant to a lottery process.
- Local preference for the affordable unit shall be provided if and to the extent allowed by law.

##### **(b) Minimum Affordability Commitment**

- The Property shall be restricted by a DHCD "Local Initiative Program Affordable Housing Deed Rider for Projects in Which Affordability Restrictions Survive Foreclosure" (the "Deed Rider") substantially in the form attached as Exhibit K as well as by the applicable DHCD LIP Program Regulatory Agreement (the "Regulatory Agreement").
- Each Proposal must meet the Affordability Commitment, as stated in the LIP Approval, when issued.
- Without limitation, Property (including the residential unit) shall be restricted in perpetuity for occupancy by persons or households whose aggregate family income does not exceed 80% of the median gross income for the area ("AMI"), as established by the United States Department of Housing and Urban Development, consistent with the terms and policies of the Department of Housing and Community Development's Local Initiative Program. The unit shall be eligible for qualification in and a new addition to the Town's Subsidized Housing Inventory under General Laws Chapter 40B.

#### **5. Use**

The Town's deed to the Successful RFP Respondent shall provide that the Successful RFP Respondent and each subsequent purchaser of the Property shall not interfere with any use, occupancy, development or reuse of other abutting or nearby real property owned by the Town of

Acton and known as the Morrison Farm, the Woodlawn Cemetery and Ice House Pond, for agricultural, conservation, recreation, cemetery, or other municipal uses. This provision shall run with the land.

## **6. Schedule**

Each RFP Respondent shall submit with its proposal its anticipated critical path time schedule for major Project milestones (including such matters as financing, permitting, design, closing, construction, lottery, marketing and sale) so that the Work shall be commenced and completed, and the unit marketed, sold and occupied as soon as reasonably possible. The schedule shall, at a minimum, meet the following requirements.

- The Successful RFP Respondent shall execute the Disposition Agreement within 30 days from the notice of award from the Town.
- The Successful RFP Respondent shall close on the acquisition of the Property and commence the Work as soon as reasonably possible following the signing of the Disposition Agreement, subject to any contingencies stated in the Disposition Agreement.
- The closing on the disposition of the Property shall occur contemporaneously with the closing on any construction loan financing. Any mortgage securing the construction loan financing shall be expressly subject to the Disposition Agreement, the Deed Rider and the Regulatory Agreement to ensure compliance with the affordable housing requirements of this RFP.
- The successful RFP Respondent shall complete the Work not later than nine (9) months after the closing on the disposition of the Property by Town to the RFP Respondent pursuant to the Disposition Agreement.

## **7. Right of Reverter**

The Disposition Agreement shall incorporate a critical path time schedule for the Work and a deadline for completion of the Work. In the event that the RFP Respondent shall fail to commence the Work or to substantially complete the Work within the required time frames, the Town shall provide written notice of that breach to the RFP Respondent.

In the event that the RFP Respondent does not cure said breach within thirty days after its receipt of that notice, or within such extended time as the Town may in writing agree, the Property shall revert to the Town.

Commencement of the Work shall mean commencement (on or before the deadline specified) of the rehabilitation of the existing building pursuant to a building permit issued by the Town of Acton. Substantial completion of the Work shall mean that a permanent certificate of occupancy has been issued for the residential unit on or before the deadline specified.

## **F. Document Submission Requirements**

The RFP Response must include a cover Letter and the following documents (fully completed and executed as applicable). Failure to provide any of the required documents may result in the determination that the Offer is non-responsive. Numbered tabs should match numbered items in the following table, and should appear in the order given.

<b>RFP Response Tab</b>	<b>Contents</b>	<b>Appendix II Form #</b>
1	Proposal Form	1
2	Price Summary Form along with a completed Pro Forma (a detailed breakdown of projected revenues and costs ) (in a sealed envelope labeled as set forth above)	2
3	Certificate of Non-Collusion	3
4	Disclosure of Beneficial Interest Form as required by M.G.L. c. 7C, § 38	4
5	Non-Delinquency Statement required by M.G.L. c. 60, § 77B	5
6	Commitment for payment in lieu of taxes calculated in accordance with M.G.L. c. 44, § 63A	6
7	Acknowledgment that the sale is not exempt from the Title 5 inspection requirements of 310 CMR 15.301	7
8	Certification as to Payment of Taxes	8
9	Corporate Resolution, if a Corporation	9
10	Copy of the Disposition Agreement indicating changes, if any, requested by the RFP Respondent (see RFP Exhibit I for the form of the Disposition Agreement)	
11	Developer's Profile - - a brief summary of the Developer's organization and experience, resumes of principals, a list of 3 client/customer references, and a disclosure of any liens, foreclosures, bankruptcies, or other actions that would interfere with construction financing or delay the timely progress of the project	
12	General Contractor's Profile - - a brief summary of the contractor's organization and experience, resumes of principals, a list of 3 client/customer references, and a disclosure of any liens, foreclosures, bankruptcies, or other actions that would interfere with construction financing or delay the timely progress of the project. Names and similar summaries of all subcontractors are also required	
13	Letters of Reference – one letter of reference each for the Developer and the General Contractor from a client or customer	
14	Technical Proposal – Confirmation that the RFP Respondent will satisfy the Property Rehabilitation Requirements in Exhibit J and a description of the RHP Respondent's other proposed rehabilitation,	

<b>RFP Response Tab</b>	<b>Contents</b>	<b>Appendix II Form #</b>
	unit amenities and improvements to the Property as part of the Work	
15	Critical path time schedule conforming to Section E.6 above	

**Notes:**

- The RFP Forms for Tabs 1-9 are contained in Appendix II.
- The RFP Form for Tab 10 will be the RFP Respondent's proposed redline of RFP Exhibit I (the form of the Disposition Agreement).
- The RFP Respondent will provide the information required form Tabs 11-15.
- The RFP Respondent must provide updated originals of forms 4-8 at closing as a pre-condition thereto.

## **Appendix I: Comparative Evaluation Criteria**

### **1. Minimum Threshold Criteria**

Submissions must meet the following minimum threshold criteria:

1. The Proposal must be complete and conform to all submission requirements set forth in this RFP and any Addendum to this RFP issued before the submission deadline.
2. The Proposal must be timely submitted.
3. The RFP Respondent must agree to engage a contractor licensed by the State of Massachusetts as a Construction Supervisor.
4. The Proposal must meet the Minimum Affordability Commitment, as stated above.
5. As part of this project, the RFP Respondent must agree to be responsible for the costs to hire a qualified agency to administer homebuyer qualification and the housing lottery process. Without limitation, the Developer shall agree to fund the expenses of the Lottery, and deposit \$500 in an account established by the Town of Acton to cover its expenses in overseeing the Lottery.
6. The Developer shall agree to deposit \$1,500 in an escrow account established by the Town to cover the Town's expenses in the monitoring compliance with the Profit Cap. Any funds not expended after the completion of the Town's determination of compliance with the Profit Cap shall be returned to the Developer.
7. The RFP Respondent may be a public agency, a non-profit organization, a limited dividend organization or a private party that shall form a limited dividend organization for purposes of the acquisition and development of the Property.

### **2. Competitive Evaluation Criteria**

Each proposal meeting the minimum threshold criteria will then be judged on the following additional competitive evaluation criteria:

- a. **Affordability.**
  - A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators meets and exceeds the Minimum Affordability Commitment.

- An Advantageous rating will be given to a proposal that in the judgment of the evaluators meets the Minimum Affordability Commitment.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to meet the Minimum Affordability Commitment.

b. **Project Team.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team capable of completing the Project successfully and in an expedited manner.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team capable of completing the Project acceptably and on time.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to identify a Project Team capable of completing the Project acceptably and on time.

c. **Feasibility of Proposed Project.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators is highly feasible based on an analysis of the development budget and the demonstrated ability of the Project Team.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators is feasible based on an analysis of these factors.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators is not feasible based on an analysis of these factors.

d. **Quality of Rehabilitation and Amenities.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators presents superior merit in terms proposed rehabilitation work, amenities, and improvements.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators presents an acceptable quality of proposed rehabilitation work, amenities and improvements.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators presents an unacceptable quality of proposed rehabilitation work, amenities, and improvements.

e. **Proposed project development schedule.**

A Project with a shorter but achievable development schedule will receive a more advantageous rating on this criterion than a Project with a longer development schedule or an impractical development schedule.

f. **Proposed Price/Subsidy.**

Because the resale price of the Property will be restricted under the RFP, the Successful RFP Respondent's potential revenue from the project is, by definition, limited. Depending on the development costs, there is a potential for the RFP Respondent's costs to exceed its revenue. To help bridge the potential gap and to afford a reasonable development profit, there is no minimum bid price for the Property. In the price proposal, the RFP Respondent must specify its proposed purchase price offered for the Property and any proposed grants the RFP Respondent will request from the Town of Acton or its affiliates (including the Acton Community Housing Corporation). In this way, the Town will be able to compare each offer based on the net financial gain or net financial subsidy.

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators presents a positive financial gain to the Town of Acton, without materially sacrificing on the quality of the Project, measured in terms of (a) the proposed purchase price offered for the property, minus (b) any proposed subsidies to be requested by the RFP Respondent from the Town of Acton or its affiliates.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators presents a modest need for a net subsidy from the Town of Acton or its affiliates, without materially sacrificing on the quality of the Project, measured in terms of (a) the proposed price offered for the property, minus (b) any proposed subsidies to be requested by the RFP Respondent from the Town of Acton or its affiliates.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators presents the need for an unacceptable net subsidy from the Town of Acton or its affiliates.

g. **Requested Changes to Disposition Agreement.**

There will be an evaluation of changes to the Disposition Agreement requested by the RFP Respondent. RFP Respondents requesting fewer substantive changes to the Disposition Agreement will receive a more advantageous rating on this criterion.

**i. Overall Score and Ranking**

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall score and ranking for the proposal as compared to other proposals. For example, a proposal which achieves “Highly Advantageous” and/or “Advantageous” rankings in several categories will not necessarily be disqualified simply because it received an “Unacceptable” ranking in one or more other categories if, in the judgment of the evaluators, the proposal on the whole is “Advantageous” or “Highly Advantageous” to the Town. Any notice of award, however, will be contingent upon the project proponent curing any “Unacceptable” criterion ranking prior to the execution of the Disposition Agreement.

## **Appendix II: Required Forms**

<b>Form #</b>	<b>Contents</b>
1	Proposal Form
2	Price Summary Form along with a completed Pro Forma (a detailed breakdown of projected revenues and costs on the form Price Summary Form ) (in a sealed envelope labeled as set forth above)
3	Certificate of Non-Collusion
4	Disclosure of Beneficial Interest Form as required by M.G.L. c. 7C, § 38
5	Non-Delinquency Statement required by M.G.L. c. 60, § 77B
6	Commitment for payment in lieu of taxes calculated in accordance with M.G.L. c. 44, § 63A
7	Acknowledgment that the sale is not exempt from the Title 5 inspection requirements of 310 CMR 15.301
8	Certification as to Payment of Taxes
9	Corporate Resolution, if a Corporation

**FORM 1**

**PROPOSAL FORM**

**Disposition of Municipal Real Estate**

TOWN OF ACTON

c/o Town Manager

Town Hall

472 Main Street

Acton, Massachusetts 01720

1. Name of Person or Business Submitting Proposal:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Please check off one of the following:

If a corporation, State of Incorporation:

\_\_\_\_\_

If a partnership, names of partners:

\_\_\_\_\_

\_\_\_\_\_

If a trust, name of trust, names of trustees, and Registry book and page for recorded trust instrument:

\_\_\_\_\_

Individual

Other: \_\_\_\_\_

On behalf of the Person or Business Submitting the Proposal (“the “RFP Respondent”), I represent and agree that:

- The RFP Respondent shall acquire the Property and rehabilitate the Project in accordance with the terms of the RFP and its Exhibits.
- The RFP Respondent will be responsible for the costs to hire a qualified agency to administer homebuyer qualification and the housing lottery process. Without limitation, the RFP Respondent will at closing deposit \$500 in an account established by the Town of Acton to cover its expenses in overseeing the Lottery.

- The RFP Respondent will at closing deposit \$1,500 in an escrow account established by the Town to cover the Town’s expenses in the monitoring compliance with the Profit Cap. Any funds not expended after the completion of the Town’s determination of compliance with the Profit Cap shall be returned to the Developer.
- The RFP Respondent is either a public agency, a non-profit organization, a limited dividend organization or a private party that shall form a limited dividend organization for purposes of the acquisition and development of the Property.
- The enclosed proposal will remain subject to acceptance by the Town of Acton (“Town”) for 180 days after the date of submission of proposals, and the RFP Respondent will execute a Disposition Agreement satisfactory to Town within 30 days from award of the contract, or such further time as Town may agree in writing.

\_\_\_\_\_  
Signature of Authorized Representative of RFP Respondent

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of RFP Respondent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
Date

**FORM 2**

**PRICE SUMMARY FORM**  
**Disposition of Municipal Real Estate**  
TOWN OF ACTON  
Town Hall  
472 Main Street  
Acton, Massachusetts 01720

This price summary form must be submitted with the RFP Respondent's proposal. Failure to adhere to this instruction will result in disqualification of your proposal.

Name of RFP Respondent: \_\_\_\_\_

1. **Consideration Offered** to Town by the RFP Respondent for purchase of the Property from Town by the RFP Respondent:

\_\_\_\_\_

2. **Grant Proceeds** (if any) to be requested by or on behalf of the RFP Respondent from the Town of Acton or the Acton Community Housing Authority in connection with the acquisition of the Property and completion of the Project required by the RFP:

\_\_\_\_\_

\_\_\_\_\_

4. **Net Gain to Town** (Line 1 minus Line 2 is greater than zero):

\_\_\_\_\_

5. **Net Subsidy from Town** (Line 2 minus Line 1 is greater than or equal to zero): \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of RFP Respondent

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Pro Forma Form**  
**(To Be Prepared and Attached by RFP Respondent)**

**FORM 3**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that the bid or proposal submitted relative to this project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.

\_\_\_\_\_  
Signature of Authorized Representative of RFP Respondent

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of RFP Respondent

\_\_\_\_\_  
Date



*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

---

*PRINT NAME OF DISCLOSING PARTY (from Section 4, above)*

---

*AUTHORIZED SIGNATURE of DISCLOSING PARTY      DATE (MM/ DD/ YYYY)*

---

*PRINT NAME & TITLE of AUTHORIZED SIGNER*

**FORM 5**

**Non-Delinquency Statement Required by M.G.L. c. 60, § 77B**

I/We, the undersigned, under the pains and penalties of perjury, state that neither I/we nor any person who would gain equity in the Property subject to this RFP has ever 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 of a crime involving the fraudulent filing of a claim for fire insurance; or is delinquent in the payment of real estate taxes to the Town of Acton, or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or the county commissioners has been filed in good faith.

\_\_\_\_\_  
Signature of Authorized Representative of RFP Respondent

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of RFP Respondent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal Identification Number or Social Security Number

\_\_\_\_\_  
Date

**Note: If there is to be more than one grantee of the deed for the Property, each grantee must file such statement, and no such deed shall be valid unless it contains a recitation that the board or officer granting the deed has received such statement. See M.G.L. c. 60, § 77B.**

**FORM 6**

**Commitment for Payment in Lieu of Taxes Calculated  
In Accordance with M.G.L. C. 44, § 63A**

I/We, the undersigned, acknowledge that General Laws Chapter 44, Section 63A, provides as follows:

Whenever in any fiscal year a town, which term, as used in this section, shall include a city, shall sell any real estate, the board or officer executing the deed therefor in the name and behalf of the town shall, as a condition precedent to the power to deliver such deed, receive from the grantee as a payment in lieu of taxes allocable to the days ensuing in said fiscal year after the date of such deed, a sum which shall be equal to such portion of a pro forma tax computed as hereinafter provided as would be allocable to the days aforesaid if such pro forma tax were apportioned pro rata according to the number of days in such fiscal year; provided, however, that whenever the said real estate shall be sold between January second and June thirtieth of the fiscal year, the town shall also receive an additional amount equal to the entire pro forma tax computed as hereinafter provided and allocable as a payment in lieu of taxes for the next succeeding fiscal year. Such pro forma tax shall be computed by applying the town's tax rate for the fiscal year of the sale, or, if such rate is not known, the town's tax rate for the fiscal year next preceding that of the sale, to the sale price after crediting any exemption to which, if the deed had been executed and delivered on January first of such next preceding fiscal year, the grantee would have been entitled under section five of chapter fifty-nine. A recitation in the deed that there has been full compliance with the provisions of this section shall be conclusive evidence of such fact. Sums received under this section shall not be subject to section sixty-three of this chapter or to section forty-three of chapter sixty, but shall be credited as general funds of the town.

If awarded the contract for the disposition of the Property, I/we commit to make at the closing the required Payment in Lieu of Taxes calculated in accordance with General Laws Chapter 44, Section 63A.

\_\_\_\_\_  
Signature of Authorized Representative of RFP Respondent

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of RFP Respondent

\_\_\_\_\_  
Date

**FORM 7**

**Acknowledgment**

I/We, the undersigned, acknowledge that the sale of the Property is not exempt from the Title 5 inspection requirements of 310 CMR 15.301(f), if and as applicable.

\_\_\_\_\_  
Signature of Authorized Representative of RFP Respondent

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of RFP Respondent

\_\_\_\_\_  
Date

**FORM 8**

**CERTIFICATION AS TO PAYMENT OF TAXES**

Pursuant to G.L. c.62C, § 49A, I hereby certify under the pains and penalties of perjury that the RFP Respondent has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state tax returns and paid all State taxes required under law.

\_\_\_\_\_  
Signature of Authorized Representative of RFP Respondent

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of RFP Respondent

\_\_\_\_\_  
Federal Identification Number of RFP Respondent

\_\_\_\_\_  
Date

**FORM 9**

**CORPORATE RESOLUTION**

(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified and  
(Secretary of the Corporation)  
acting Secretary of \_\_\_\_\_ and I further certify  
(Name of Corporation)  
that a meeting of the Directors of said Company, duly called and held on  
\_\_\_\_\_, at which all Directors were present and voting, the following individuals:  
(Date of Meeting)

\_\_\_\_\_  
\_\_\_\_\_

were duly authorized and empowered to execute Forms of General Bid, Contracts, Agreements or Bonds on behalf of the Corporation.

I further certify that the above authority is still in effect and has not changed or modified in any respect.

By: \_\_\_\_\_  
(Secretary of Corporation)

A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)

### **Appendix III: List of Exhibits**

<b>Exhibit</b>	<b>Description</b>
A	Warrant Article Authorizing the Disposition of the Property to be presented at Acton Annual Town Meeting commencing April 4, 2016
B	Town of Acton's Deed to Morrison Farm dated October 30, 1997
C	Approval Not Required Plan dated _____, endorsed for the Acton Planning Board on _____
D	Access & Utility Easement to be granted to the Town at the Closing
E	Access & Utility Easement to be granted to the Purchaser at the Closing
F	Application under DHCD's Local Initiative Program
G	Inspection Report for the Inspection of the Existing Septic System for the House on the Property on September 1, 2015
H	Appraisal Report dated _____
I	Agreement for the Disposition of the Property
J	Property Rehabilitation Requirements
K	Local Initiative Program Affordable Housing Deed Rider For Projects in Which Affordability Restrictions Survive Foreclosure

**EXHIBIT A**

**Warrant Article Authorizing the Disposition of the Property to be presented at Acton  
Annual Town Meeting Commencing April 4, 2016**

**EXHIBIT B**

**Town of Acton's Deed to Morrison Farm dated October 30, 1997**

**EXHIBIT C**

**Approval Not Required Plan dated \_\_\_\_\_,**  
**Endorsed for the Acton Planning Board on \_\_\_\_\_**

**EXHIBIT D**

**Access & Utility Easement to be granted to the Town at the Closing**

**EXHIBIT E**

**Access & Utility Easement to be granted to the Purchaser at the Closing**

**EXHIBIT F**

**Application under DHCD's Local Initiative Program**

**EXHIBIT G**

**Inspection Report for the Inspection of the Existing Septic System  
for the House on the Property On September 1, 2015**

**EXHIBIT H**

**Appraisal Report dated \_\_\_\_\_**

**Summary letter in RFP (1 page)**

**Full report available on CD provided with each RFP**

**EXHIBIT I**

**Agreement for the Disposition of the Property**

**EXHIBIT J**  
**Property Rehabilitation Requirements**

The successful RFP Respondent must rehabilitate the existing House on the Property according to the following Property Rehabilitation Requirements:

**1. Rehabilitation Requirements**

<b>AREA</b>	<b>RENOVATION NEEDED</b>
Chimney for heating system	Furnace Flue - Line and cap
Chimney and Fireplace	Fireplace: Repair damper and line, or seal to be <i>unusable</i>
Duct Work	Replace throughout due to removal for Asbestos Abatement
Interior walls	Re-plaster areas removed from asbestos abatement. Repair and Repaint.
Plumbing	Bring all plumbing up to code
Bathroom	Renovate: shower/tub, vanity lav and flooring
Electrical	Rewire completely to bring house up to code. Provide new light fixtures throughout
Water	Separate water service from community gardens
Gutters	Install gutters to protect the foundation (Existing crown molding / requires special installation hardware)
Bulkhead	Replace bulkhead and stairs
Water Heater	MUST replace
Insulation	Needed throughout
Stair railings	Bring stair railings up to code
Exterior doors	Replace
Storm/screen doors	Replace at rear door and provide on front door
House exterior	Paint
Storm Windows and Screens	Replace and provide storm windows and screens throughout
Foundation entrance steps	Replace both rear and front foundation entrance steps
Kitchen Flooring	Replace
Ceilings	Refinish & Paint Ceilings
Kitchen Appliances	Provide new Refrigerator & Stove
Burglar alarm	Install
Other	To be specified by RFP Respondent in its Technical Response

2. **Codes** - All Work shall be performed in accordance with applicable Massachusetts and Town of Acton Building Code requirements.
3. **Manufacturer's Specifications** - All work and other work shall be performed in accordance with applicable manufacturer's written specifications or Material's Institute Standards.

4. **Work Included** - All work not specifically mentioned that is required to make the work complete and operational shall be included. Anything not expressly set forth but which is reasonably implied or necessary for the proper occupancy of the house shall be included.
5. **Workmanship** - All work shall be performed in a good and workmanlike manner and, as necessary, be shall completed by skilled and licensed tradesmen and mechanics.
6. **Natural Landscape** - To minimize the impact on the natural landscape, the lot will not be cleared except to the limited extent necessary to perform any necessary work on the foundation, septic system, utilities, or driveway. Any trees to be removed must be marked with a ribbon. Tree cutting cannot commence without meeting with the approval of Acton's Tree Warden.
7. **Warranty** - The RFP Respondent or its contractor shall supply the homeowner with a third-party extended warranty of at least five years in duration recognized as acceptable by a federal agency such as the Federal Housing Administration (FHA).

**EXHIBIT K**

**Local Initiative Program Affordable Housing Deed Rider For Projects in Which  
Affordability Restrictions Survive Foreclosure**