



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

REQUEST FOR PROPOSAL FOR THE DISPOSITION OF LAND AT 47 WILLARD CIRCLE RFP # BOS-24-R-009

1. SCHEDULE

1.1 Deadline and Form for Submission of Bid

Proposals must be **submitted in a sealed envelope** with the title “BOS-24-R-009, Proposal for Land at 47 Willard Circle.” The bidder’s name and return address must be included on the envelope.

Proposals must be received by the Procurement Department, Town of Westwood on or before **January 11, 2024 at 11:00 am**. Late proposals will not be accepted.

To comply with this RFP, **one complete paper copy with deposit** must be delivered. Paper copies shall not be bound or stapled; if necessary, use only paper clips or clamps. Proposals must be received at the following address:

Town of Westwood
Procurement Department
580 High Street
Westwood MA 02090

Proposals must be delivered in a manner such that the package is hand-delivered to a Westwood Town Hall employee. If the bidder is using a delivery service, the package must be signed for by a Westwood Town Hall staff to be considered properly delivered.

A site visit shall be conducted **December 14, 2023 at 10:00 am**. at 47 Willard Circle.

The Town reserves the right to reject or negotiate any /all proposals if it is deemed to be in the best interest of the Town, and to negotiate any and all provisions of the proposal.

1.2 Questions and Responses

Responders may submit questions in writing or by e-mail. Questions may be emailed to procurement@townhall.westwood.ma.us or mailed to Town of Westwood, Procurement Department, 580 High Street, Westwood MA 02090

1.3 Addenda

If the Town of Westwood changes the information or requirements in this RFP, the changes will be made available on the Town’s website. Addenda will also be posted to the Town’s website. It is the obligation of the bidder to consult the Town’s website concerning Addenda. All respondents will be required to acknowledge receipt of any Addenda.



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2. PROJECT OVERVIEW

2.1 Summary

The Westwood Board has decided to seek proposals for the Land at 47 Willard Circle. The Town has determined that the property is not required to serve any municipal use.

The Town is soliciting proposals for the purchase of a parcel of land referred to as the Land at 47 Willard Circle. The Land at 47 Willard Circle is identified as Norfolk County Registry of Deeds B:10733, P.720. The land with the buildings thereon situated at 47 Willard Circle in the Village of Islington, Town of Westwood, Norfolk County, Massachusetts 02090, which is shown as Lot 10 on a plan entitled Plan of Subdivision of Land belonging to Charles J. Grady, Westwood MA, May 5, 1947, Arnold E. Schaler, Engineer, recorded with Norfolk Deeds in Plan Book 164, Plan 564 of 1951, bounded and described as follows:

EASTERLY	by Willard Circle, as shown on said plan, Seventy-five (75) feet;
NORTHERLY	by Lot 9, as shown on said plan, One hundred (100) feet;
WESTERLY	by land now or formerly of Edward O'Toole, as shown on said plan, Seventy-five (75) feet;
SOUTHERLY	by Lot 11, as shown on said plan, One Hundred (100) feet.

The Town will consider proposals to purchase the property. For the purpose of the sale of such parcel, and further to authorize the Select Board to convey that the said land for no less than Six Hundred Fifty Thousand Dollars (\$650,000); all pursuant to Chapter 40 of the Massachusetts General Law.

2.2 Definition of Terms

For purposes of this document the following definitions will be used:

- Board means the Select Board
- The terms bid, bids, proposal, and proposals may be used interchangeably
- The terms bidder, proposer, proponent, and developer may be used interchangeably
- The term Purchase and Sales Agreement as applicable

2.3 Proposal Fees and Deposits

The full deposit amount, as outlined in para 3.3 below, will be refunded for bidders who have not met the technical requirements following the review of proposals. Bidders who meet the technical requirements but are not the selected purchaser will receive a full refund upon execution of a binding Letter of Intent with the purchaser.



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2.4 Contract Terms and Conditions

This Request for Proposals is subject to the specific conditions, terms and limitations stated below that will be incorporated and expanded upon in the Letter of Intent and the Disposition Agreement. Counsel for the Town of Westwood and the Proposer will need to agree to these terms in substantially the same form as written below. Any questions or problems with these terms should be raised through written questions submitted to the Town of Westwood.

1. The Town of Westwood makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. The RFP is considered to consist of this document and all attachments and supplements. Reports from independent professionals on the building structure, environmental assessment and other matters are available as described in this RFP. The RFP may have errors or omissions. There may be changes to, additional, and different interpretations of applicable laws and regulations referred to in the RFP.
3. The Town of Westwood shall not pay any costs or losses incurred by any applicant at any time including the cost of responding to the RFP.
4. This RFP does not represent any obligation or agreement whatsoever on the part of the Town of Westwood.
5. The Town of Westwood reserves the right to waive any informality or nonconformity with the submission requirements if it is deemed in the best interest of the Town.
6. The Town of Westwood reserves the right, in its sole discretion, to determine the completeness or compliance of any proposals, the eligibility or qualification of any applicant, to reject at any time any or all proposals, to withdraw the RFP, and to negotiate with one or more applicants.
7. Selection of an applicant's proposal will not create any rights on the applicant's part, including, without limitation, rights of enforcement, equity or reimbursement, until all related documents are fully executed and approved by the Town of Westwood.
8. The property is to be conveyed in its "as is" condition. The Town of Westwood makes no representation as to the fitness of the Disposition Property for any proposed use, the suitability of the property for any particular purpose, or as to the ability of bidders to obtain any necessary permits or approvals relating to the property. The Proposer should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, reuse potentials, and other development, ownership and legal considerations. The Proposer will be responsible for obtaining all applicable permits and approvals other than those that the Town is itself responsible for obtaining through its Town Meeting to authorize the disposition, by long-term lease or sale, or other matters.
9. Final disposal of the property is subject to approval by Westwood's Select Board.
10. It is the Proposer's responsibility to determine and verify all title information pertaining to the Disposition Property. The Town of Westwood will deliver the property with a good and clear marketable title.



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11. The Town of Westwood may extend the date of the closing at the Proposer's request upon terms and conditions to be set by the Select Board. All approvals, permits, financial closing, and other requirements must be completed prior to closing on a deed or execution of the lease.
12. Rights, Remedies and Procedures in the event of a breach by the Proposer will be incorporated in the Disposition Agreement.
13. The proposed project shall conform to, and be subject to, the provisions of all other applicable laws, regulations, and by-laws of Federal, State and Town authorities having jurisdiction as amended from time to time.
14. No transaction will be consummated if any principal of the Proposer is in arrears or in default upon any debt, lease, contract or obligation to the Town of Westwood, including without limitation, real estate taxes and any other municipal liens or charges. The Town of Westwood reserves the right not to review any proposal by any such applicant.
15. At the closing of the conveyance of the property the Proposer may be required to provide payment and performance bonds, naming the Town of Westwood as dual obligee, in the full amount of the cost of construction of all buildings, structures and site improvements.

3. SUBMISSION REQUIREMENTS

The Town of Westwood is interested in receiving proposals that satisfy the Evaluation Criteria and other requirements set forth in this RFP from any eligible entity that is capable of redeveloping and adaptively reusing the property. Proposals not providing evidence of ALL of the following items will be considered non-responsive and shall not be given further consideration.

3.1 Submission Enclosures

The proposal must include the following executed documents:

- Bid Form PURCHASE (see Attachment 1)
- Affidavit (see Attachment 2)
- Disclosure Statement Concerning Beneficial Interests – M.G.L. c.7, 40J (Attachment 3)
- Certificate of Non-Collusion Form (Attachment 4)
- Certification of Tax Compliance Form – M.G.L. c. 62C, 49A (Attachment 5)
- Disclosure of Beneficial Interests in Real Property Transaction (Attachment 6)

3.2 Financial Proposal and Business Terms

The proposal must include a description of the proposed purchase price and purchase terms. It should also include a description of all key business terms proposed.

The proposal must include a statement of the proposed method of financing, if applicable.

The proposal must include evidence of the financial status of the bidder, demonstrating the financial strength to carry out the proposed development.



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3.3 Deposit

A minimum deposit is required in the amount of 23% of the proposed prices. As the minimum bid is \$650,000, the minimum deposit must be \$149,500. Deposits will be returned to the non-selected bidder(s) at the time of the execution of a binding agreement with the purchaser.

3.4 Additional Items

Any Proposer may supplement its proposal with exhibits or attachments. The Town of Westwood may ask for additional information or refinements for any application submitted to assist in its evaluation.

4. EVALUATION CRITERIA AND PROCESS

The proposal meeting the following criteria will be awarded the contract for the Land at Laura Lane.

1. Demonstration of Financial Capacity – The highest bid for the parcel of land
2. Completeness of Application – The application must meet all submission requirements in Section 3. Submission Requirements, including the completion of all forms.

5. TERMS OF THE DISPOSITION AGREEMENT

The terms of the Disposition Agreement of the Land on 47 Willard Circle property will be subject to terms and conditions of a standard Purchase and Sale Agreement. The Select Board and Proposer will have sixty (60) days from notice of selection to execute the applicable Disposition Agreement. The aforementioned period may be extended by mutual agreement of the parties.

As stated in Section 3 above, each bidder shall provide a deposit with the bid. All deposits shall be delivered with the proposal. Town Counsel will hold deposits in escrow. Once a Purchaser has been selected, the deposits of all other bidders shall be returned to them, except that the deposits of the top three (3) bidders will be held until the Select Board receives a binding Letter of Intent from the Purchaser. Upon the closing of the purchase, the deposit shall be credited to the sale proceeds or refunded, based upon terms established in the sale agreement. Upon Town acceptance of the proposal, Proposers will be required to complete a Quitclaim Deed.

The Purchaser will be required to provide a Non-Collusion Affidavit and a certification of tax compliance pursuant to M.G.L. Chapter 62C, Section 49A. Copies are included in the Appendix



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**ATTACHMENT 1 PROPOSAL COVER SHEET
DISPOSITION OF LAND AT 47 WILLARD CIRCLE
TOWN OF WESTWOOD**

Attached is a proposal for the purchase of the property known as the Land at 47 Willard Circle in Westwood, Massachusetts. The undersigned proposes to purchase the property from the Town of Westwood upon the terms and conditions specified in this proposal.

I agree that all expenses related to the preparation of this proposal, including any costs related to any brokerage or third-party representation engaged by the Proposer, are at the Proposer's sole expense. I have read, understand, and agree to comply with the terms and conditions set forth in the Town's Request for Proposals #BOS-24-R-009.

I have attached two paper copies and one electronic copy of the proposal for the purchase of the Land at 47 Willard Circle

(Signature) _____ (Date) _____

Print
Name: _____

Organization: _____

Address: _____

Telephone: _____

Email Address: _____



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ATTACHMENT 2 AFFIDAVIT COVER SHEET

Bidders Affidavit

I _____ have 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 of a crime involving the fraudulent claim for fire insurance.

Further, I _____, state that I am not delinquent in Payment of real estate taxes to the Town of Westwood, or if I am delinquent, that a pending application for the abatement of such tax is pending before the appellate tax board or county commissioners has been filed in good faith.

This affidavit is signed under the pains and penalties pf perjury.

Subscribed and sworn to before me this date _____ day of _____, 2023.

Notary Public
My commission expires _____



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**ATTACHMENT 3 BID FORM
FOR THE PURCHASE OF THE LAND AT 47 WILLARD CIRCLE**

I _____ submit this bid for the purchase of the Land at 47 Willard Circle Norfolk County Registry of Deeds B.10733.B.720, Westwood MA in full compliance with the bid document entitled

REQUEST FOR PROPOSAL FOR THE
LAND AT 47 WILLARD CIRCLE
TOWN OF WESTWOOD MA

From the Town of Westwood MA for the purchase price of:

\$ _____

Notarized Signature: _____ Date: _____

Printed Name: _____



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ATTACHMENT 4 DISCLOSURE STATEMENT CONCERNING BENEFICIAL INTERESTS

LAND AT 47 WILLARD CIRCLE, TOWN OF WESTWOOD

Required by Section 40J of Chapter 7 of Massachusetts General Law

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.



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Section (7): Check “NONE” in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM’s acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108



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The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY: Land at 47 Willard Circle is identified as Norfolk Count Registry of Deeds B:10733, P.720. The Town is soliciting proposals for the purchase of a parcel of land referred to as the Land at 47 Willard Circle. The Land at 47 Willard Circle is identified as Norfolk Count Registry of Deeds B:10733, P.720. The land with the buildings thereon situated at 47 Willard Circle in the Village of Islington, Town of Westwood, Norfolk County, Massachusetts 02090, which is shown as Lot 10 on a plan entitled Plan of Subdivision of Land belonging to Charles J. Grady, Westwood MA, May 5, 1947, Arnold E. Schaler, Engineer, recorded with Norfolk Deeds in Plan Book 164, Plan 564 of 1951.

(2) TYPE OF TRANSACTION, AGEEMENT, or DOCUMENT: Sale

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Select Board, Town of Westwood

(4) DISCLOSING PARTY’S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant
_____ Seller/Grantor _____ Buyer/Grantee
_____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____



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(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check “NONE” if NONE):

NONE

NAME:

POSITION:

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

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



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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



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**ATTACHMENT 5 CERTIFICATE OF NON-COLLUSION
LAND AT 47 WILLARD CIRCLE, TOWN OF WESTWOOD**

The undersigned certifies under penalties of perjury that this Statement of Qualifications 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.

Print or Type Name and Title of individual submitting proposal

Signature of individual submitting proposal

Printed Name of individual submitting proposal

Name of Business

Date