



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

REQUEST FOR PROPOSAL FOR THE ADAPTIVE REUSE OF THE OBED BAKER HOUSE

1. PROJECT OVERVIEW

1.1 Summary

The Westwood Board of Selectmen (Board) appointed the Obed Baker House Reuse Task Force (Task Force) to explore options and seek proposals for the adaptive reuse of the Obed Baker House. The Town has determined that the property is not required to serve any municipal use. The Town is promoting adaptive reuse as determined by the Task Force. This process, sponsored by the Board of Selectmen, sets the stage for offering the property to those who can most effectively revitalize it within this framework.

Studies and discussions considered a wide range of reuse scenarios for the property. The results suggested that a variety or mix of possible uses may emerge which could appropriately meet the Town's objectives. The Town is seeking redevelopment partners who recognize the unique opportunity to bringing new life to this rare antique building that occupies a highly visible site at 909 High Street (Route 109) at the edge of Westwood's town business center. This RFP is governed by the requirements of Massachusetts General Law chapter 30B, section 16.

The intention of the Town of Westwood is to designate a developer or developers for the property either through sale or long-term lease that best meet the Evaluation Criteria delineated in Section 5 of this RFP.

Once a selected developer has been designated, negotiations will be conducted and final proposals will be prepared by the Designated Developer to be advanced for all Town approvals that may be needed, including specific Town Meeting approvals that may be required. The Town intends to negotiate a Disposition Agreement, either for a sale or a long-term lease, with the Designated Developer that will be in full force and effect at the conclusion of required approvals.

1.2 Offering

The Town is soliciting proposals for the adaptive reuse of the Obed Baker House. The Town is requiring that the exterior features of the building be restored to their original condition and preserved. The town is also requiring that the beehive oven be preserved and maintained, and that the Westwood Historical Commission be afforded the opportunity to review and comment on (but not approve) any renovation and restoration plans proposed for the building.

The town will consider proposals to purchase or lease the property. The minimum purchase price is \$100,000. The minimum lease price is \$1,500 per month.

Proposals to lease or purchase and develop the Disposition Property must be received by the Town Administrator, Town of Westwood, Town Hall, 580 High Street, Westwood, MA 02090, no later than **12:00 noon on Friday, August 14, 2015. Proposals must be clearly marked "ECON-15-R-001, Obed Baker Adaptive Reuse Proposal."**



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

1.3 Definition of Terms

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

- Board means the Board of Selectmen
- Task Force means the Obed Baker House Reuse Task Force
- The terms bid, bids, proposal, and proposals may be used interchangeably
- The terms bidder, proposer, proponent, and developer may be used interchangeably
- The term Disposition Agreement means Lease Agreement or Purchase and Sales Agreement as applicable
- The term Disposition Property, Obed Baker House and related property, and property may be used interchangeably

1.4 Eligibility

Eligible bidders shall consist of a single legally constituted Development Entity that will be fully responsible for the purchase or lease and subsequent redevelopment and management of the property as described above and under the terms of the Disposition Agreement. Development Entities may be associated with other Principal or Controlling Entities. Eligible bidders and their proposals must meet threshold criteria, which are described in SECTION 5 of this RFP. Subsequent to the disposition, the Proponent will be responsible for any subleases or condominiums that may be created, subject to the terms and conditions of the Disposition Agreement with the Town.

Other entities may participate as prospective investors, guarantors, financiers or tenants through agreement with an eligible bidder. Participating entities are not required to have exclusive arrangements with any Development Entity, and may be included in multiple submissions.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

2. PROPERTY DESCRIPTION

2.1 Property and Location

Originally constructed in 1812, the Obed Baker House was moved to its current site from its original site at 1007 High Street in 2001, where it was used as a two-family residence.

As part of its move in 2001, the house was set on a new reinforced concrete foundation, and all utilities including public water and sewer, gas, electric, and cable TV were brought into the house and stubbed in the basement for future use. A new furnace was also installed at that time. There is no interior plumbing in the house, and there is limited electric service distributed within the structure. Some rudimentary renovations and restoration efforts were started, including re-glazing of all original windows in a historically appropriate manner, the restoration of the original beehive oven on the first floor, the demolition of select portions of the interior, and the placement of insulation within much of the exterior walls.

The site is shown on the map attached as Attachment 8 to this RFP, and is located at 909 High Street (Route 109) across from Veteran's Memorial Park. The property consists of approximately 18,700 square feet of land comprised of portion of parcels 21-042 and 21-043 of the tax maps of the Town of Westwood. The Town will separate from parcel 21-042 a parcel of land consisting of approximately 8,200 square feet with the Obed Baker House situated on it. An additional area of approximately 10,500 sf of parcel 21-043 will make up the remainder of the property. The balance of parcel 21-042 and 21-043 will be retained by the Town of Westwood for use as a cemetery garage and for other future uses.

2.2 Description of the Property

2.2.1 Applicable Zoning: The approximately 8,200 sf portion of the property containing the Obed Baker House is within the Local Business A (LBA) Zoning District. The approximately 10,500 sf portion of the property is within the Single Residence C Zoning District, and a condition of sale or lease will be the Town's rezoning of this portion of the property to LBA.

2.2.2 The Obed Baker House property will meet all Local Business A zoning requirements as detailed below. The property will have approximately 295 feet of frontage on High Street, but the preferred vehicular access is via the 18' wide cemetery access road that abuts the site.

Local Business A – summary:

Permitted Uses	See ZBL pages 4-2 through 4-6 – Table of Permitted Uses - LBA
Minimum Lot Area	4000 square feet
Minimum Lot Frontage	40 feet
Minimum Lot Width	40 feet
Minimum Non-wetland Area	4000 square feet
Minimum Front Setback	40 feet
Minimum Side Yard Setback	15 feet (note 9)



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

Minimum Rear Yard Setback	15 feet
Maximum Building Coverage	25%
Maximum Impervious Surface	80%

2.2.2 Building Area: Building – approximately 1,500 square feet (on 2 levels), plus a full poured concrete basement with large bulkhead door access.

2.2.3 Lot Description: Approximately 18,700 sq. ft.; Approximately 295' of frontage on High Street (Route 109), with vehicular access onto the 18' wide cemetery access road.

2.2.4 Utilities: Electricity, natural gas, Cable TV/internet access, water and sewer to the building.

2.2.5 Parking: There are 5 paved parking spaces on the site with access from the adjacent Cemetery road. Bidders must show in their proposals the location of any additional parking spaces proposed either on site, or in another location proposed by the bidder.

2.2.6 Restrictions: Subject to an easement to the property for access via the 18' access road to the Cemetery and Cemetery garage; and subject to easements to be retained by the Town over subject property for gas and electricity to the abutting Cemetery Garage.

2.2.7 Historic Covenants or Restrictions: Historic covenants or restrictions for the preservation of the exterior of the Obed Baker House and preservation of the beehive oven will be negotiated with the successful bidder. The intent is that these covenants or restrictions will prohibit the demolition of the house, and will require the historic renovation, preservation, and maintenance of the exterior of the house and the preservation and maintenance of the beehive oven. Additional restrictions or covenants may be negotiated for preservation of such other interior elements of the Obed Baker House as the successful bidder may propose to preserve.

2.2.8 Site and Building Conditions: The Obed Baker House and property is offered in an “as is” condition. The Town makes no representation on the environmental condition of the property. Assessment of existing conditions and any associated inspections, permits, approvals and remediation that may be required to provide for adaptive reuse will be the responsibility of the bidder.

2.2.9 – Required municipal approvals: Depending on the proposed use of the Obed Baker House and whether or not abutting land owned by the Town is required, some or all of the following approvals by various agencies of the Town may be required for the development and use of the property:

- Planning Board – Site Plan approval, special permits
- Board of Health – Hazardous Materials, food sales and/or service
- Conservation Commission – wetlands permits
- Zoning Board of Appeals – variances and/or special permits
- Board of Selectmen – licenses

In every instance, review and comment (but not approval) by the Westwood Historical Commission will be required.

2.3 Site Visit and Questions

2.3.1 Site Visit:



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

A Site Visit scheduled for **Tuesday, July 21, 2015 at 10:00 AM**. Please register for the walkthrough no later than July 13, 2015 with Nora Loughnane, Director of Community and Economic Development, at nloughnane@townhall.westwood.ma.us, 781-251-2595.

2.3.2 Requirements Discussion:

A Requirements Discussion is scheduled for at **11:30 AM on Tuesday, July 21, 2015** in the Champagne Meeting Room at 50 Carby Street, Westwood, MA.

Questions: Questions may be addressed in writing (email is sufficient) to procurement@townhall.westwood.ma.us. Responses to all questions will be shared with all known potential bidders and will be posted publicly.

Additional Information Resources

Relevant documentation to support this RFP can be found at: www.townhall.westwood.ma.us. Under the Town Administration tab at the top of the page, the Procurement tab is on the left.

Documentation includes but is not limited to:

- RFP documentation
- Assessor's parcel card
- Westwood Zoning Bylaw – see "Local Business A" Regulation
- Maps of 909 High Street and abutting land.
- Environmental report



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3. PROPOSAL AND DEVELOPMENT CONDITIONS AND CONSIDERATIONS

3.1 Minimum Requirements for Renovation of the Obed Baker House

Renovation and maintenance of the historic features of the exterior of the Obed Baker House and preservation and maintenance of the beehive oven are required.

3.2 Shared Improvements and Related Proposal Assumptions

Subject to an easement for the 18’ access road to the Cemetery and Cemetery garage, and easements for gas and electricity to the abutting Cemetery.

3.3 Parking and Access

The property has a limited capacity to absorb additional parking. Under some reuse scenarios, there may be a need to provide for shared parking or access or use agreements with others. Bidders should assume that appropriate shared parking provisions would be acceptable if the total parking supply is approved by the Town as consistent with zoning and approved by the Planning Board.

In order for the Town to evaluate all proposals, all bidders must provide the following information:

- Calculation of parking demand based on Town zoning standards.
- Number of spaces that may be required for the development, if greater or less than zoning.
- Proposal for location of parking.
- Number of spaces that may be shared among uses, and related conditions.
- Number of spaces that cannot be provided as-of-right, if the total required spaces exceeds the maximum assumption.
- Method proposed for accomplishing Town approval of additional parking spaces if it exceeds as-of-right standards, taking into account the relief provisions relative to zoning or the potential for zoning amendments.
- The actual site layout, provision for sharing parking, and access agreements and related and necessary Town approvals will be the subject of negotiation and Town processes.

3.4 Adaptive Reuse Schedule

Proposers should assume that the process of negotiation leading to finalization of Town Meeting proposals for disposition and other project-related actions that may be required may extend beyond the anticipated November 2015 Annual Town Meeting. Scheduling for the May 2016 Town Meeting may be considered for this and other actions. However, the goal is get approval at the Annual Town Meeting in November, 2015.

3.5 Proposal Fees and Deposits

The following fees and deposits are required for all proposals:

Fee/Deposit Required	Amount Due	Refund Terms
Submission of bid in response to this RFP	Sale - \$ 25,000 Lease - 1 years rent but not less than \$18,000	Full amount 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 Designated Developer, will receive a full refund upon execution of a



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

		binding Letter of Intent with the Designated Developer. The Designated Developer will receive a credit toward the payment of the amount due with Letter of Intent.
Signing of Letter of Intent with Designated Developer	10% of the total value of the proposal including full purchase or lease amount, plus value of all improvements.	Full amount will be refunded upon closing of purchase or effective date of lease, or if the Town is not able to deliver the property under the terms of the proposed Disposition Agreement due to lack of Town Meeting approvals.

3.6 Reuse Restrictions

1. Complete Use of Site – No proposal will be accepted for reuse, improvement or stabilization of only a portion of the Obed Baker House and its site, the subject of this RFP.
2. Demonstration of Financial Capacity – Bidders must demonstrate the financial capacity to maintain and operate the premises for the term of the agreement without any operating or ongoing subsidy or expense to the Town.
3. Compliance with All Applicable Historic Preservation Restrictions – The reuse and renovation must comply with any existing historic preservation restrictions applicable to the exterior of the structure.
4. Restriction on Demolition—The structure subject to this RFP may be NOT be demolished.
5. Conformance with Applicable Massachusetts Regulations – The reuse proposal must have no apparent inconsistency with any applicable Massachusetts regulations and standards that would make the project infeasible. These regulations and standards include, but are not limited to wastewater and storm water regulations, wetlands and waterways, building codes, and accessibility.

3.7 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 Designated Developer 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 selection of a Designated Developer will depend on satisfying the documentation and review requirements described in this RFP and will be subject to the selection criteria described in Section 5.1.
2. 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.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

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. Prospective developers 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 Designated Developer 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. Disposal of the property is subject to approval by Westwood's Town Meeting. The Town intends to work with the Designated Developer to coordinate all Town Meeting-related approvals into a single presentation for one Town Meeting. This proposal will include approval of the sale or long-term lease, any necessary zoning changes or any other action requiring Town Meeting approval.
10. It is assumed that the Designated Developer will undertake further due diligence as they may determine is necessary after designation and prior to completing the Disposition Agreement and its submittal to the Board of Selectmen for approval.
11. It is the Designated Developer'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.
12. The Town of Westwood will complete a survey of the property prior to submitting the proposal for Town Meeting approval, in accordance with the terms of the negotiated Disposition Agreement.
13. The Town of Westwood may extend the date of the closing at the Designated Developer's request upon terms and conditions to be set by the Board of Selectmen. All approvals, permits, financial closing, and other requirements must be completed prior to closing on a deed or execution of the lease.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

14. Rights, Remedies and Procedures in the event of a breach by the Designated Developer will be incorporated in the Disposition Agreement.
15. 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.
16. No transaction will be consummated if any principal of the Designated Developer 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.
17. Contract terms will also include provisions for access to the property, liability and hazard insurance requirements, buyer default provisions, and other potential terms and conditions as mutually agreed upon. Whether the Disposition Agreement calls for the purchase or lease of the property, the bidder will be required to purchase and maintain insurance in an amount sufficient, as determined by the Board, to allow for the complete restoration of the property in the event of a fire or catastrophe.
18. At the closing of the conveyance of the property the Designated Developer 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.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

4. 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.

4.1 Submission Enclosures

A checklist of submission requirements is provided as Attachment 1.

The proposal must include a completed Proposal Cover Sheet in the form included in this RFP as Attachment 2.

The submission must include executed:

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

4.2 Developers

The proposal must include a description of the Development Entity and its associated team including the individuals and organizations to be involved in the development, and their experience. The development team may include, without limitation, a development manager, operator, architect, historic preservation consultant, contractor, engineers, consultants, lenders and investors. The development team may also include tenants, sub-tenants or other end users.

4.3 Development Concept

The proposal must include a description of the development concept for the property and its improvements, including but not limited to:

1. Proposed uses for the Disposition Property and projected total square footage by use,
2. Identification of parking requirements and other needs as described within Section 3.3
3. Improvements and Related Proposal Assumptions of this RFP.
4. Historic Preservation

Description of how the proposed reuse will comply with historic preservation goals and any requirements, including: Methods for achieving proposed changes or enhancements that will fully comply with the historic deed restrictions on the exterior of the Obed Baker House administered through review and approvals by Westwood Historical Commission.

4.4 Description of Benefits and Possible Impacts

The proposal must include a description of the benefits and possible impacts of the project to the surrounding area and to the Town of Westwood including, without limitation, discussion of:

- Town services that may be required with the new development.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- A description of any community impacts associated with the development including both social and fiscal impacts.
- Any other local benefits associated with the proposed development.
- Analysis of the ways in which the proposal satisfies the evaluation criteria in Section 5.1 of this RFP.

4.5 Conceptual Design Drawings

The proposal must include scaled site plan that describes the limits of the property, conceptual landscaping, site improvements, parking layout, access, and numbers of parking spaces.

The proposal must also include scaled architectural drawings for the adaptive reuse of the buildings on the property, with floor plans indicating the extent and location of renovation or new construction associated with the proposed reuse.

Employment of computer aided visualization techniques and/or perspective renderings is encouraged but not required to convey the location and character of site improvements and proposed changes to the exterior appearance of the building.

4.6 Implementation and Project Timetable

The proposal must include a description of how the development concept will be implemented, including but not limited to:

- Development schedule for all elements of the plan, including key milestones and projected completion/occupancy timeframes.
- Outline of required land use, environmental, operational and other governmental or regulatory approvals, including land use, zoning, development and environmental permits. The bidder should provide an estimated schedule for securing approvals as part of the proposal.
- Proposed schedule for securing approvals for financial commitment.

4.7 Financial Proposal and Business Terms

The proposal must include a description of the proposed purchase price and purchase terms or lease amount and 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 for both construction and permanent loans, if applicable.

The proposal must include a statement of costs for a proposed lease.

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

4.8 Deposit

A minimum deposit is required in the amount:

- \$25,000, for a sale of the property, or
- The first year's rent not to be less than \$18,000 for a lease.

Deposits will be returned to the non-selected bidder(s) at the time of the execution of a binding agreement with the Designated Developer as set forth in Section 3.5.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

4.9 Additional Items

Any responder 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.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

5. EVALUATION CRITERIA AND PROCESS

5.1 Evaluation Criteria

Evaluation criteria are divided into two types: Threshold criteria (described in Section 5.1.1) and Comparative Selection criteria (described in Section 5.1.2). Threshold criteria must be met by the proposal. A proposal that fails to meet all threshold criteria will be deemed nonresponsive and rejected.

5.1.1 Threshold Criteria:

The following criteria, which evaluation responsiveness and responsibility, must be met by any proposal:

1. Demonstration of Financial Capacity – The bidder must demonstrate the financial capacity to maintain and operate the premises for the term of the agreement. This will include but not be limited to the financial capacity of the developer to make purchase or lease payments, initial capital improvements, taxes, insurance, utilities, maintenance and capital replacement reserves, common charges for shared parking, site maintenance any other cost that would be otherwise be the Town's responsibility.
2. Compliance with All Applicable Historic Preservation Restrictions – The reuse and renovation must comply with historic preservation restrictions applicable to the exterior of the structure.
3. Restriction on Demolition – The Obed Baker House may NOT be demolished.
4. Conformance with Applicable Massachusetts Regulations – The reuse proposal must have no apparent inconsistency with any applicable Massachusetts regulations and standards that would make the project infeasible. These regulations and standards include, but are not limited to wastewater and storm water regulations, wetlands and waterways, building codes, and accessibility.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

5. Completeness of Application – The application must meet all submission requirements in Section 4. Proposal Submission Requirements, including the completion of all forms.

5.1.2 Comparative Evaluation Criteria:

A compliance rating will be determined by the Town for each criterion according to the information below as these criteria may be further refined by the Obed Baker House Reuse Task Force.

1. Aesthetic Integrity of the Town Business Center
 - Impact on cemetery
 - Enhance vibrancy of business center
2. Heritage and Character
 - Historic preservation of building exterior
 - Historic preservation of significant interior features
3. Impacts
 - Traffic
 - Parking
4. Economic Considerations
 - Purchase price and financial impact on the community
 - Tax revenue
5. Risk and Town Management Impact
 - Financial sustainability
 - Comprehensiveness
 - Demonstration of relevant experience

5.2 Selection and Designation Process

5.2.1 Review of Proposals:

The Task Force will review all proposals and, based on the evaluation criteria, will select a bidder(s) to recommend to the Board of Selectmen. The Board of Selectmen will interview the bidder(s) and designate a top ranked bidder with whom to negotiate a Disposition Agreement. The steps anticipated in the review of proposals are as follows:

- Initial Compliance and Comparative Review – The Task Force will undertake an initial compliance review according to the threshold and comparative evaluation criteria, using professional assistance as may be appropriate. An initial evaluation will be prepared for all proposals. Responsive proposals are defined as those who have completed the Proposal Submission Requirements and which have met the Threshold criteria in this RFP. During this technical review, the Task Force may require supplemental information or responses to questions.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- Price – In the event that Price becomes a determining factor, the Town will evaluate the potential financial benefit to the Town in the near and long terms for all proposals, whether they be for purchase or lease.
- Shortlist – The Task Force will develop a shortlist of bidders who meet the threshold evaluation criteria and who in the opinion of the Task Force best meet the comparative criteria. The shortlist will be invited for interviews by the Task Force.
- Recommendation – Following the interviews the Task Force will make a recommendation to the Board of Selectmen of a recommended developer(s) for their interview and decision.

5.2.2 Developer Designation

Following the interview(s) by the Board of Selectmen and any additional responses or information that the Board of Selectmen may request, the Board will select a Designated Developer for the property with whom to negotiate a Disposition Agreement.

5.2.3 Negotiation and Agreements

The following process will be used once a Designated Developer is selected:

- Letter of Intent – A Letter of Intent will be signed within thirty (30) days of the notice of selection of the Designated Developer. This will be a simple document reflecting price and terms of the deal.
- Disposition Agreement – This document will be signed within sixty (60) days of the notice of selection, after the Designated Developer and the negotiation committee (made up of the Town Administrator, Town Counsel, and the Director of Community and Economic Development) negotiate the terms of the Disposition Agreement, in accordance with the RFP, and subject to Board of Selectmen approval. The document will provide that the Board of Selectmen will, in conjunction with the Designated Developer, sign all of the necessary permit applications. The Disposition Agreement will set forth all of the parties' obligations prior to and following the conveyance of the land or effective date of the lease.

This process will be similarly employed with a second-ranked bidder if negotiations with the initial Designated Developer do not succeed.

5.2.4 Town Approvals

Town Meeting will need to approve the disposition of the land. Town Meeting will also be required to approve any zoning changes. It is the intent of the Town to present one set of articles to Town Meeting for its approval. Further town approvals may be required as detailed elsewhere in the RFP.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

6. SCHEDULE

6.1 Deadline and Form for Submission of Bid

To comply with this RFP, ten complete paper copies (one un-bound for ease of future copying) and one electronic copy the proposal must be received by the Town of Westwood at the following address on or before **Friday, August 14, 2015 at 10:00 am** to:

Town of Westwood
Procurement Department
Westwood Town Hall
580 High Street,
Westwood MA 02090

Proposals must be submitted in a sealed envelope with the title "ECON-15-R-001, Proposal for the Adaptive Re-use of the Obed Baker House, Westwood MA". The bidder's name and return address must be included on the envelope

All proposals will be reviewed by the Obed Baker House Reuse Task Force.

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.

The Designated Developer will have sixty (60) days from notice of selection to enter into a mutually satisfactory Disposition Agreement with the Town of Westwood.

6.2 Site Visit

A site visit will be held on **Tuesday, July 21, 2015, at 10:00 AM**. Arrangements may also be made if requested for additional times and dates until one week prior to the submittal deadline at the convenience and availability of the Town. Contact Nora Loughnane, Community and Economic Development Director at nloughnane@townhall.westwood.ma.us.

6.3 Questions and Responses

Responders may ask questions at the Requirements Discussion to be held on **Tuesday, July 21, 2015 at 11:30 AM** in the Champagne Meeting Room at 50 Carby Street, Westwood, MA.

Responders may also submit questions in writing or by e-mail no later than Thursday, July 30, 2015 at 3:00 PM. Answers to questions will be provided in writing to all respondents. Written responses will be provided no later than 1 week prior to the bid submission date. Questions may be emailed to procurement@townhall.westwood.ma.us or mailed to Town of Westwood, Procurement Department, 580 High Street, Westwood MA 02090.

6.4 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.

6.5 Interviews

The review period for submittals is anticipated to require approximately two weeks. Interviews are anticipated to occur within one month of submittal. This schedule may vary, according to the number and type of proposals received, and the time required to provide for questions, responses and receipt and review of supplementary information that may be requested.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

6.6 Designation

Selection of the Designated Developer is anticipated within 2 weeks of completion of interviews.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

7. TERMS OF THE DISPOSITION AGREEMENT

The terms of the Disposition Agreement (sale or lease) of the Obed Baker House and property, will be subject to terms and conditions of a standard Lease Agreement or Purchase and Sale Agreement. The Selectmen and Designated Developer 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 VI above, each bidder shall provide a deposit with the bid. All deposits shall be delivered to Town Counsel to be held in escrow. Once a Designated Developer 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 Board of Selectmen receives a binding Letter of Intent from the Designated Developer. Upon the execution of the Disposition Agreement with the Designated Developer, the deposit shall be increased to not less than 10% of the total value of the proposal including full purchase price or lease amount, plus the value of all improvements. Upon the closing of the purchase or the effective date of the lease, the deposit shall be credited to the sale or lease proceeds or refunded, based upon terms established in the lease or sale agreement.

The purchaser/lessor 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

Upon completion of a Disposition Agreement, the Proponent shall use his/her best efforts to obtain all necessary permits required for the renovation and/or restoration of the proposed project. Said plans must first be reviewed with the Westwood Historical Commission. The Proponent will have ninety (90) days after the execution of the Disposition Agreement, or after the date of final Town Meeting action on warrant articles necessary to implement the proposed plan, whichever date is later, to file for and obtain all necessary permits and approvals for the proposed project, unless such time is extended in writing by mutual agreement of the Board of Selectmen and the Proponent.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ATTACHMENT 1 - SUBMISSION CHECKLIST

ADAPTIVE REUSE OF THE OBED BAKER HOUSE, TOWN OF WESTWOOD

- Proposal Cover Sheet (see Attachment 2)
- Bid Form PURCHASE (see Attachment 3) *or*
- Bid Form LEASE (Attachment 4)
- Disclosure Statement Concerning Beneficial Interests – M.G.L. c.7, 40J (see Attachment 5)
- Certificate of Non-Collusion Form (see Attachment 6)
- Certification of Tax Compliance Form – M.G.L. c. 62C, 49A (see Attachment 7)
- Bid Deposit



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ATTACHMENT 2 PROPOSAL COVER SHEET

ADAPTIVE REUSE OF THE OBED BAKER HOUSE, TOWN OF WESTWOOD

Attached is a proposal for the purchase OR for the lease and development of the property known as the Obed Baker House in Westwood, Massachusetts. The undersigned proposes to purchase and develop 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 dated July 2015.

I have attached ten copies of the proposal for the purchase and redevelopment of the Obed Baker House

(Signature) _____ (Date) _____

Print
Name: _____

Organization: _____

Address: _____

Telephone: _____



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT 3 BID FORM
FOR THE PURCHASE OF THE OBED BAKER HOUSE**

I _____ submit this bid for the purchase of the Obed Baker house and property at 909 High Street, Westwood MA in full compliance with the bid document entitled

REQUEST FOR PROPOSAL FOR THE
REUSE OF THE OBED BAKER HOUSE
TOWN OF WESTWOOD MA

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

\$ _____

Notarized Signature: _____ Date: _____

Printed Name: _____



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT 4 BID FORM
FOR THE LEASE OF THE OBED BAKER HOUSE**

I _____ submit this bid for the lease of the Obed Baker house and property at 909 High Street, Westwood MA in full compliance with the bid document entitled REQUEST FOR PROPOSAL FOR THE REUSE OF THE OBED BAKER HOUSE TOWN OF WESTWOOD MA

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

\$ _____ per month for _____ months.

\$ _____ TOTAL.

Notarized Signature: _____ Date: _____

Printed Name: _____



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT 5 DISCLOSURE STATEMENT CONCERNING BENEFICIAL
INTERESTS**

ADAPTIVE REUSE OF THE OBED BAKER HOUSE, TOWN OF WESTWOOD

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

1. Public agency involved in this transaction: Board of Selectmen, Town of Westwood MA

2. Complete legal description of the property: 909 High Street, Westwood MA _____

3. Type of transaction: _____ (Sale) or (Lease) _____

4. Seller: Board of Selectmen, Town of Westwood MA _____

Purchaser(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above are listed below in compliance with the provisions of Section 40J of M.G.L. Chapter 7:

The undersigned also acknowledges and states that none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the State Department of Capital Planning and Operations.

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

Signature

Date

Printed Name: _____

Title of Signatory: _____



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT 6 CERTIFICATE OF NON-COLLUSION
ADAPTIVE REUSE OF THE OBED BAKER HOUSE, 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



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT 7 TAX COMPLIANCE CERTIFICATION
ADAPTIVE REUSE OF THE OBED BAKER HOUSE, TOWN OF WESTWOOD**

Pursuant to M.G.L. c. 62C, Section 49A, the undersigned hereby certifies under pains and penalties of perjury that, to the best of his or her knowledge, _____ has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting proposal

Printed Name of individual submitting proposal

Name of Business

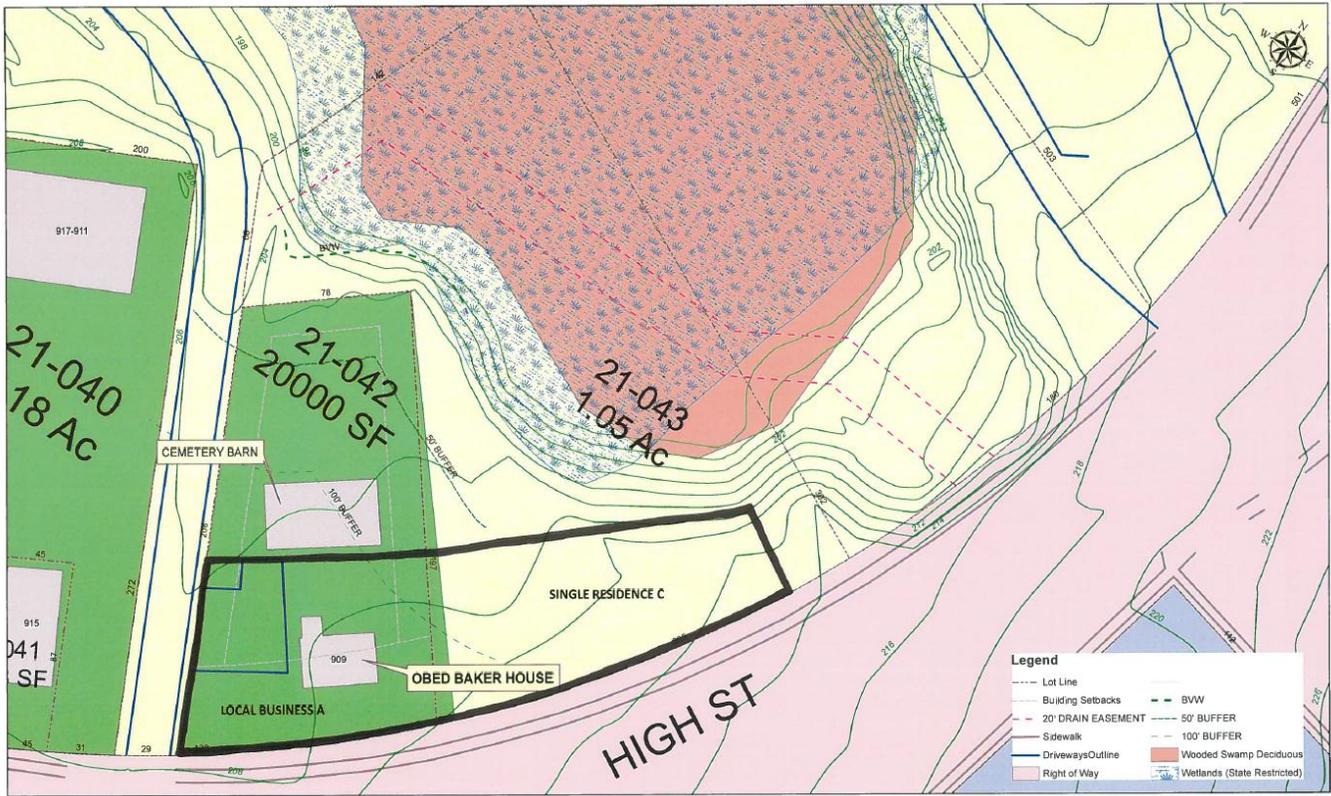
Federal Tax Identification Number

Date



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ATTACHMENT 8 TAX OBED BAKER HOUSE ENVIRONS ADAPTIVE REUSE OF THE OBED BAKER HOUSE, TOWN OF WESTWOOD



Obed Baker House Environs

Date: 12/31/2013