



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

REQUEST FOR PROPOSALS

**Adaptive Re-Use of the Obed Baker House, 909 High Street, Westwood, MA
Proposal # ECON-20-R-009**

I. INTRODUCTION AND OBJECTIVE

The Town of Westwood, through its Select Board (Board), seeks proposals for the adaptive reuse of the Obed Baker House. The Board has determined that the property is not required to serve any municipal use. The Town is promoting adaptive reuse and wishes to offer the property to those who can most effectively revitalize it while maintaining the historic exterior and site context.

A variety or mix of possible uses 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 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 recommending that consideration be given to preserving and maintaining the beehive oven, 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 and minimum lease price are based on proposed lot area, as more particularly described in Section IV.

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 V 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.

The Town's intention is to designate a developer or developers for the property, either through sale or long-term lease, whose Proposal best meets the Evaluation Criteria delineated in Section V of this RFP.

Once a Designated Developer has been selected, negotiations will be conducted and a final Proposal will be prepared by the Designated Developer and advanced for all Town approvals that may be needed, including specific Town Meeting approvals that may be required. The Town intends to negotiate a Dispo-



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sition 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.

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

- The term “Board” means the Town of Westwood 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 terms “Disposition Property”, “Obed Baker House property”, and “property” may be used interchangeably.
- The term “Disposition Agreement” means “Lease Agreement” or “Purchase and Sales Agreement”, as applicable.

II. PROPERTY DESCRIPTION

Obed Baker House Structure

Originally constructed in 1812, the Obed Baker House was moved to its current site in 2001 from its original site at 1007 High Street where it was used as a two-family residence. As part of this move, 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. However, there is no interior plumbing in the house, and there is limited electric service distributed within the structure.

The Obed Baker House contains approximately 1,508 SF of living area (spread over 2 levels), plus a full poured concrete basement with large bulkhead door access. Some rudimentary renovations and restoration efforts were begun, including re-glazing of all original windows in a historically appropriate manner, restoration of the original beehive oven on the first floor, demolition of select portions of the interior, and placement of insulation within much of the exterior walls.

Lot Description

The site is located at 909 High Street (Route 109) across from Veterans Memorial Park. The entire property offered by this RFP consists of two parcels of land shown on the Tax Assessor’s maps as A.P. 21, lots 42 and 43. Lot 42 totals 20,000 SF and includes both the Obed Baker House and the Town’s Cemetery Garage. Lot 43 totals 1.05 acres and is currently unimproved.

The map attached as Attachment 8 shows a sample land area totaling 18,700 SF, encompassing an approximately 8,200 SF portion of Lot 42 and an approximately 10,500 SF portion of Lot 43. However, this is not the only possible land area for purchase or lease. This RFP invites proposals for the purchase or lease of the Obed Baker House on Lot 42, along with any portion of Lot 42 and/or Lot 43 specified in the proponent’s proposal. The Town will retain remaining portions of Lots 42 and/or 43 that are not proposed for purchase or lease for continued municipal or other uses. Bidders may propose any configuration of land on Lots 42 and or 43, up to and including the entirety of both parcels. However, any proposal for the purchase or lease of that portion of Lot 42 which currently contains the Cemetery Garage must provide a suitable alternative location for the Cemetery Garage, or must propose establishment of a new Cemetery Garage in a manner acceptable to the Board, and must account for all costs associated with the new or relocated Cemetery Garage to be borne by the developer.



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Applicable Zoning

Lot 42 is located within the Local Business A (LBA) Zoning District, while Lot 43 is located within the Single Residence C (SRC) Zoning District. The Obed Baker House, as sited on the sample property configuration shown in the map in Attachment 8, would meet all LBA zoning requirements detailed below:

Local Business A – summary

Minimum Lot Area	4,000 square feet
Minimum Lot Frontage	40 feet
Minimum Lot Width	40 feet
Minimum Non-wetland Area	4,000 square feet
Minimum Front Setback	40 feet
Minimum Side Yard Setback	15 feet
Minimum Rear Yard Setback	15 feet
Maximum Building Coverage	25%
Maximum Impervious Surface	80%
Permitted Uses	See Zoning Bylaw Table of Permitted Uses in LBA District

The sample property configuration shown in Attachment 8 would have approximately 295 feet of frontage on High Street, with the preferred vehicular access via the 18' wide cemetery egress road that abuts the site. For all other proposed lot configurations, bidders should review the Zoning Bylaw to verify consistency with dimensional requirements.

If necessary to enable the use or mix of uses proposed by the successful bidder, a condition of sale or lease will be the rezoning from SRC to LBA of the portion of Lot 43 proposed for purchase or lease, and/or the imposition of a Flexible Multiple Use Overlay District (FMUOD) or Upper Story Residential Overlay District (USROD) over the portions of Lots 42 and 43 proposed for purchase or lease, which overlay district would allow one or more uses not currently permitted in the LBA District to be granted by special permit.

Utilities

Electrical, natural gas, cable TV/internet access, water, and sewer services are currently extended to the building. Two electrical meters were installed to allow for independent metering of the Obed Baker House and the Cemetery Garage. If the Cemetery Garage will remain on town-owned property, the meter serving the Cemetery Garage will be removed and relocated to the town-owned property prior to the



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transfer of the Obed Baker House property to the successful bidder. Bidders should contact Eversource at 888-633-3797 to obtain any additional information on the electrical service.

Eversource records indicate that a gas feed was installed from the main in High Street onto the Obed Baker House property, and through the Obed Baker House property to the Cemetery Garage. If the Cemetery Garage will remain on town-owned property, the gas meter for the Cemetery Garage will be removed and relocated to the Cemetery Garage property prior to the transfer of the Obed Baker House property to the successful bidder. Bidders should contact Eversource at 866-678-2744 to determine the precise location of the gas feed and any other information regarding the gas service.

Parking

There are 5 paved parking spaces on Lot 42 with access from the adjacent cemetery egress road. Bidders must show in their proposals the location of any additional parking spaces needed to meet the parking demand of proposed uses, whether proposed for Lot 42, Lot 43, or in another location.

Easements and Restrictions

Sale or lease will be subject to an easement to the property for access via the 18' cemetery egress road, and subject to any easements to be retained by the Town over the subject property for gas and electricity to the abutting Cemetery Garage.

Historic covenants or restrictions for the preservation of the exterior of the Obed Baker House 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. Restrictions or covenants involving the preservation and maintenance of the beehive oven, and/or any other interior elements of the Obed Baker House which the successful bidder may propose to preserve, will be negotiated if proposed by the successful bidder and addressed in the Disposition Agreement.

Code Requirements

Proposals shall be designed to conform with all relevant code requirements. Depending on the nature and extent of building renovations and/or additions, the stairs to the 2nd floor might not be required to meet the current Building Code, and might qualify for an exemption if the size of the structure remains under 3,000 SF. The town records show the current building with a living area of 1,508 SF and a gross floor area of 2,256 SF including the basement.

Handicap Accessibility Requirements

The Obed Baker House does not currently meet Americans with Disability Act (ADA) standards for accessibility. Bidders should consider whether their proposed use of the Obed Baker House would conform to accessibility standards. Bidders should specify intended improvements to achieve accessibility standards on the first floor and should determine whether or not additional improvements will be necessary to achieve accessibility standards on the second floor and/or on the lower level. Accessibility standards require that if any services are provided to the public in areas of the structure which are not fully accessible, equivalent services must be provided to individuals requiring accessibility accommodations in an area of the structure that is accessible, and a waiver must be obtained from the Architectural Access Board.



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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 Designated Developer.

Most, if not all, of the window units contain original wood sash and frames. Glazing was replaced in the early 2000s with period appropriate material. The existing window units are considered appropriate to the historic context of the structure but may be insufficient to provide the level of energy efficiency that may be desired by potential bidders. Bid documents should address such energy efficiency concerns, either through the use of interior storm windows, or through other means which are carefully designed so as not to distract from the exterior historic character of the structure.

There was a flood soon after the house was moved to its present site in 2001. The flooding was due to a burst water pipe which occurred when the building was left unheated in winter conditions. Once the flood was discovered, the water line was disconnected, and the damaged furnace was removed and replaced. However, due to the lack of plumbing throughout the structure, the current heating system has not been tested. Bidders should presume that the installed heating system is inoperable and will require replacement.

Required Municipal Approvals

Depending on the proposed use or mix of uses of the Obed Baker House, 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 – Environmental Impact & Design Review Approval, and/or special permit approval
- Board of Health – Hazardous Materials Review and Approval, and/or permitting approval for food sales and/or service
- Conservation Commission – Wetlands and/or Stormwater Management approvals
- Zoning Board of Appeals – Variances and/or special permit approval
- Select Board – Licenses

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

III. INSTRUCTIONS TO BIDDERS

Bidders should submit all information necessary for the Town of Westwood to determine that the proposal meets the minimum criteria (detailed below) and to allow the Town of Westwood to effectively evaluate the proposal using the comparative criteria listed in Section V.

All Proposals must be delivered by **11:00 am on Wednesday, February 19, 2020** to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090



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If the proposal is mailed, it 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 member to be considered properly delivered.

All delivery charges shall be included in the price of the service.

Proposals received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).

If, at the time of the scheduled due date, the Westwood Town Hall is closed due to uncontrolled events such as fire, wind, snow, or building evacuation, the proposal due date will be postponed until 12:00 noon on the next normal business day. Proposals will be accepted until that date and time.

Bid Form

The Proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

The Board intends to select the Designated Developer within thirty (30) days after the receipt of proposals. This timeframe 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.

The Designated Developer will have thirty (30) days from notice of selection to enter into a mutually satisfactory Disposition Agreement with the Town of Westwood.

In case of death, disability, or other unforeseen circumstances affecting the Designated Developer, which materially impairs the Designated Developer's ability to execute a Disposition Agreement, such bid deposit may be returned to the Designated Developer by the Town.

Disposition of the offered property is subject to authorization by voters at Town Meeting. The Town reserves the right to waive any informalities in, or to reject, any or all proposals should the Town deem it to be in the Town's best interest to do so.

The Town of Westwood may cancel this Request for Proposals, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

Questions concerning this Request for Proposals must be submitted in writing to: Procurement Department, Westwood Town Hall, 580 High Street, Westwood MA 02090 or by email at Procurement@townhall.westwood.ma.us. Questions may be delivered or mailed. Written responses will be posted on the Westwood Town Hall website and shared via Addenda.



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Site Visit

A non-mandatory, but highly recommended, **Site Visit** will be conducted on **Friday, January 31st at 9:00am**. The site visit will begin in the parking lot adjacent to the Obed Baker House at 909 High Street, Westwood MA. The Site Visit will review the interior and exterior of the building and the surrounding site. Attendees may ask questions at the Site Visit. Answers to questions and information arising out of the Site Visit and answers to submitted questions will be shared via Addenda. Oral statements may not be relied upon and will not be binding or legally effective. Registration for the Site Visit can be accomplished by sending an email to procurement@townhall.westwood.ma.us.

Addenda

The Town will publicly post Addenda to the Town's website as considered necessary in response to questions concerning this Request for Proposals. Oral statements may not be relied upon and will not be binding or legally effective.

If the Town of Westwood changes the information or requirements in this RFP, the changes will be made available via Addenda. 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.

Proposals

Proposals will be opened in the presence of one or more witnesses and registered in accordance with Massachusetts General Law Chapter 30B. Proposals shall not be publicly opened.

Proposals may in a hard copy format or may be submitted electronically. The electronic copy may be submitted on a flash drive, a CD or via email. If hard copy paper format is used, proposal will not be in binders and will not have any binding or staples in them. Paper clips and clamps are acceptable. If electronic files are submitted via email, they must be addressed to procurement@townhall.westwood.ma.us. Electronic submissions to any other email address will not be opened and will be deleted upon receipt.

Proposals for this project will be broken into two (2) sections: The Non-Price Proposal and the Price Proposal.

Each proposer shall submit **one original copy of the Non-Price Proposal** and **one original copy of the Price Proposal**, which shall be signed by an authorized representative of the proposer.

Each envelope shall be marked with the proposer's name, the date of opening, and the words ***"Proposal #ECON-20-R-009, Adaptive Re-Use of the Obed Baker House, 909 High Street, Westwood, MA."*** ***Envelopes shall be clearly marked as- "Non-price Proposal" or "Price Proposal."***

Each proposer shall submit the **Price Proposal**, *separate from the* **"Non-Price Proposal"** which shall be signed by an authorized representative of the proposer. The proposals shall be in separate envelopes.

Each **Non-Price Proposal** shall contain:



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- A comprehensive point-by-point response to all items listed herein. Each requirement shall be addressed. Additional sheets may be included as needed.
- An itemized list of exceptions if any are taken.
- Tax Compliance Certification.
- Non-collusion Certification.
- Signature Page.

Town Reserves Rights

The Town reserves the right to reject any or all proposals, to negotiate any and all provisions of a proposal, and to waive any informality in a proposal if it determines such action to be in the best interest of the Town. **Any proposals failing to separate the Price Proposal from the Non-Price Proposal may not be considered.**



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IV. SELECTION PROCESS

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 recommending that consideration be given to preserving and maintaining the beehive oven, 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.

Price Proposals Based on Lot Area

The Town will consider proposals to purchase or lease the property. The minimum purchase or lease price shall reflect the size of the land area proposed for purchase or lease. The minimum purchase price shall be the greater of \$150,000 or \$8 per SF of land purchased. The minimum lease price shall be the greater of \$2,800 per month for a minimum of 60 months or \$.15 per SF of land per month for a minimum of 60 months. For example, if a bidder submits a proposal for purchase of the sample land area shown on Attachment 8, the minimum purchase price would be 18,700 SF times \$8 per SF, or \$149,600, rounded up to \$150,000. If a bidder submits a proposal for lease of the sample land area shown on Attachment 8, the minimum lease price would be 18,700 SF times \$.15 per SF, or \$2,805 per month for a minimum of 60 months.

Minimum Requirements for Renovation of the Obed Baker House

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

Shared Improvements and Related Proposal Assumptions

Sale or lease shall be subject to an easement for access via the 18' cemetery egress road, and subject to easements to be retained by the Town over the subject property for gas and electricity to the abutting Cemetery Garage. Sale or lease shall also be subject to negotiated historic covenants or restrictions for the preservation of the exterior of the Obed Baker House and any historic interior features so negotiated.

Parking and Access

The property has a limited capacity for additional parking. Under some reuse scenarios, there may be a need to provide for shared parking or access or use agreements with others. Bidders may propose shared parking arrangements on nearby parcels, where appropriate in light of off-hour parking demand for existing and proposed uses, subject to approval by the Westwood Planning Board. No proposed parking areas on Lot 42 of Lot 43 shall have direct ingress to the site from High Street nor direct egress from the site to High Street, except via the existing cemetery access road.

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

- Calculation of parking demand based on Town zoning standards.
- Number of parking 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 all related conditions.
- Number of spaces that cannot be provided as-of-right, if the total required spaces exceeds the maximum assumption.



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- Method proposed for accomplishing Town approval of additional parking spaces if parking demand exceeds as-of-right standards, considering 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.

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 could extend beyond the anticipated May 2020 Annual Town Meeting. In such case, scheduling for a subsequent Town Meeting may be considered for this and other actions. However, the goal is to request approval at the Annual Town Meeting in May 2020.

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	\$ 25,000	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 selected as the Designated Developer, will receive a full refund upon execution of a 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 the lack of one or more necessary Town Meeting approvals.

Reuse Restrictions

Complete Use of Site – No proposal will be accepted for reuse, improvement or stabilization of only a portion of the Obed Baker House, the subject of this RFP.



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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.

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.

Restriction on Demolition – The structure subject to this RFP may be NOT be demolished.

Conformance with Applicable Massachusetts Regulations – The reuse proposal must have no apparent inconsistency with any applicable state or local regulations and standards that would make the project infeasible. These regulations and standards include, but are not limited to, wastewater and stormwater regulations, and regulations pertaining to wetlands and waterways, building codes, and accessibility.

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 pertaining to 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 V.
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 items 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 bidder 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 bidder, to reject at any time any or all proposals, to withdraw the RFP, and to negotiate with one or more bidders.
7. Selection of a proposal will not create any rights on the Designated Developer'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.



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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 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 may extend the date of the closing at the Designated Developer’s request upon terms and conditions to be set by the Board. All approvals, permits, financial closing, and other requirements must be completed prior to closing on a deed or execution of the lease.
13. Rights, Remedies and Procedures in the event of a breach by the Designated Developer will be incorporated in the Disposition Agreement.
14. 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.
15. 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 bidder.
16. 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.
17. 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.



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V. EVALUATION CRITERIA

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

Threshold Criteria

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. The following items are considered *Threshold Criteria* for consideration:

Completeness of Application – The application must meet all submission requirements specified in this RFP, including a checklist of submission requirements is provided as Attachment 1, and a completed Proposal Cover Sheet in the form included in this RFP as Attachment 2. In addition, the submission must include the following executed documents:

- Bid Form PURCHASE (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)

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.

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

- All proposed uses for the Disposition Property and projected total square footage by use;
- Identification of parking requirements and other needs;
- Description of Improvements and Related Proposal Assumptions of this RFP; and
- Description of how the proposed reuse will comply with historic preservation goals and 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. The Obed Baker House may NOT be demolished.

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:



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- A discussion of Town services that may be required with the new development.
- A description of any community impacts associated with the development including both social and fiscal impacts.
- A description of any local benefits associated with the proposed development.
- An analysis of the ways in which the proposal satisfies the evaluation criteria of this RFP.

Conceptual Design Drawings – The proposal must include a 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.

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

- A development schedule for all elements of the plan, including key milestones and projected completion/occupancy timeframes.
- An 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.
- A proposed schedule for securing approvals for financial commitment.

Financial Proposal and Business Terms – The proposal must include a description of the proposed purchase price and purchase terms or lease amount and lease 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.

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

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.

Bid Deposit – A minimum bid deposit is required in the amount of \$25,000. 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 above.



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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 proposal submitted to assist in its evaluation.

Comparative 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 Selection Committee.

1. Integrity of the Town Business Center

- Extent to which proposal enhances vibrancy of business center
- Compatibility of proposed use with uses of surrounding properties

2. Heritage and Character

- Historic preservation of building exterior
- Historic preservation of the beehive oven and/or other significant interior features (While not required, a proposal calling for such preservation may be considered more advantageous than a proposal which does not call for such preservation.)

3. Project Impacts

- Traffic and parking impacts
- Impacts on cemetery
- Impacts of wetland resources
- Aesthetic impacts
- Lighting impacts

4. Economic Considerations

- Purchase price and financial impact on the community
- Tax revenue

5. Risk and Town Management Impact

- Financial sustainability
- Comprehensiveness of proposal
- Demonstration of relevant experience

VI. EVALUATION PROCESS

Town staff will review all proposals and, based on the above evaluation criteria, will develop a shortlist of bidders to recommend to the Board. The Board will interview up to three bidders and select a Designated Developer with whom to negotiate a Disposition Agreement. The steps anticipated in the review of proposals are as follows:

Staff Review of Proposals

Initial Compliance and Comparative Review – Town staff 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 which have met the Threshold criteria in this RFP. During this technical review, bidders may be asked to provide supplemental information or responses to questions.



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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 – Town staff will develop a shortlist of up to three bidders who meet the threshold evaluation criteria and who best meet the comparative criteria. The shortlist will be forwarded to the Board.

Board Interview and Selection

Interviews – The Board will interview the bidders on the shortlist and may request any additional information needed to compare the proposals. Any additional materials, so required to compare the proposals, must be submitted to the Town on the day of the Interview in paper or electronic form. Interviews will be scheduled upon development of the Short List following staff review of the Non-Price and Price proposals. For planning purposes, these presentations will likely be scheduled February 24, 2020 at 7:30 pm.

Developer Designation – Following the Interviews, and the review and evaluation of any additional information that the Board may request, the Board will select the proposal that best meets the comparative criteria. The selection of the Designated Developer shall be made by the Board, in its sole discretion, following its determination of the most advantageous, responsible and responsive proposal, taking into consideration price and the evaluation criteria set forth herein. The Selection of the Designated Developer is anticipated within 2 weeks of the conclusion of Interviews.

VII. GENERAL AND SPECIAL PROVISIONS

The consideration of all proposals and selection of the Designated Developer shall be made without regard to race, color, gender, age, physical ability, religion, sexual orientation, political affiliation, or national origin.

The successful bidder shall not be permitted to assign or underlet the contract, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Town.

The Designated Developer shall be expected to comply with all applicable federal and state laws.

All proposals must be guaranteed to the Town of Westwood for a period of ninety (90) days from the submission deadline date, which period may be extended by mutual agreement of the parties.

The Town assumes no responsibility for late submissions due to mail, courier or delivery problems of any kind.

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 application, to reject at any time any or all proposals, to withdraw the RFP, and to negotiate with one or more applicants.



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VIII. DISPOSITION AGREEMENT

The following process shall be used for creation and endorsement of a Disposition Agreement following the selection of the Designated Developer:

Letter of Intent – A Letter of Intent will be signed within ten (10) days of the notice of selection of the Designated Developer. This will be a simple document reflecting price and terms of the deal. The aforementioned period may be extended by mutual agreement of the parties.

Negotiation of Disposition Agreement Terms – The negotiation committee (made up of the Town Administrator, Town Counsel, and the Director of Community and Economic Development) will negotiate the terms of the Disposition Agreement, in accordance with the RFP, and subject to Board approval. The document will provide that the Board 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. 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.

Execution of Disposition Agreement – The Disposition Agreement will be signed within sixty (60) days of the notice of selection of the Designated Developer, which period may be extended by mutual agreement of the parties. The Disposition Agreement will be subject to authorization by Town Meeting and the signed Disposition Agreement will be held in Escrow by the Town Counsel pending said Town Meeting Approval.

Disposition Agreement Deposit – As stated 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 receives a binding Letter of Intent from the Designated Developer. Upon the execution of the Disposition Agreement with the Designated Developer, the Designated Developer's 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.

Town Meeting Authorization of Disposition Agreement – Town Meeting authorization will be required for the disposition of the land. Town Meeting authorization will also be required for any proposed 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. If Town Meeting authorization is not received for the disposition of the land, or for any zoning changes that are necessary to carry out the Proposal, then the Disposition Agreement shall be null and void and the Disposition Agreement Deposit shall be returned to the Designated Developer.

Designated Developer's Obligation to Seek Approvals – If Town Meeting authorization is received for the disposition of the land, and for any zoning changes that are necessary to carry out the Proposal, then the Designated Developer shall use his/her best efforts to obtain all necessary permits required in order to carry out the Proposal. Copies of all applications and plans shall be submitted to each review author-



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ity, and simultaneously to the Westwood Historical Commission for review and recommendation, but not for approval. 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 Proposal, whichever date is later, to file for and obtain all necessary permits and approvals for the Proposal, unless such time is extended in writing by mutual agreement of the Board and the Designated Developer.

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



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**ATTACHMENT 1 - SUBMISSION CHECKLIST
ADAPTIVE REUSE OF THE OBED BAKER HOUSE, TOWN OF WESTWOOD**

- Proposal Cover Sheet (see Attachment 2)
- Bid Form
if PURCHASE (see Attachment 3) *or* if LEASE (see 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)
- Signature Page (see Attachment 9)
- Bid Deposit



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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 #ECON-20-R-009.

I have attached two paper copies and one electronic copy of the proposal for the purchase and redevelopment of the Obed Baker House.

(Signature) (Date)

Print

Name: _____

Organization: _____

Address: _____

Telephone: _____

Email Address: _____



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**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: _____



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**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
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**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: Select Board, 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: Select Board, 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: _____



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**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 bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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



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

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signed under the penalties of perjury.

Signature of individual submitting proposal

Printed Name of individual submitting proposal

Name of Business

Federal Tax Identification Number

Date

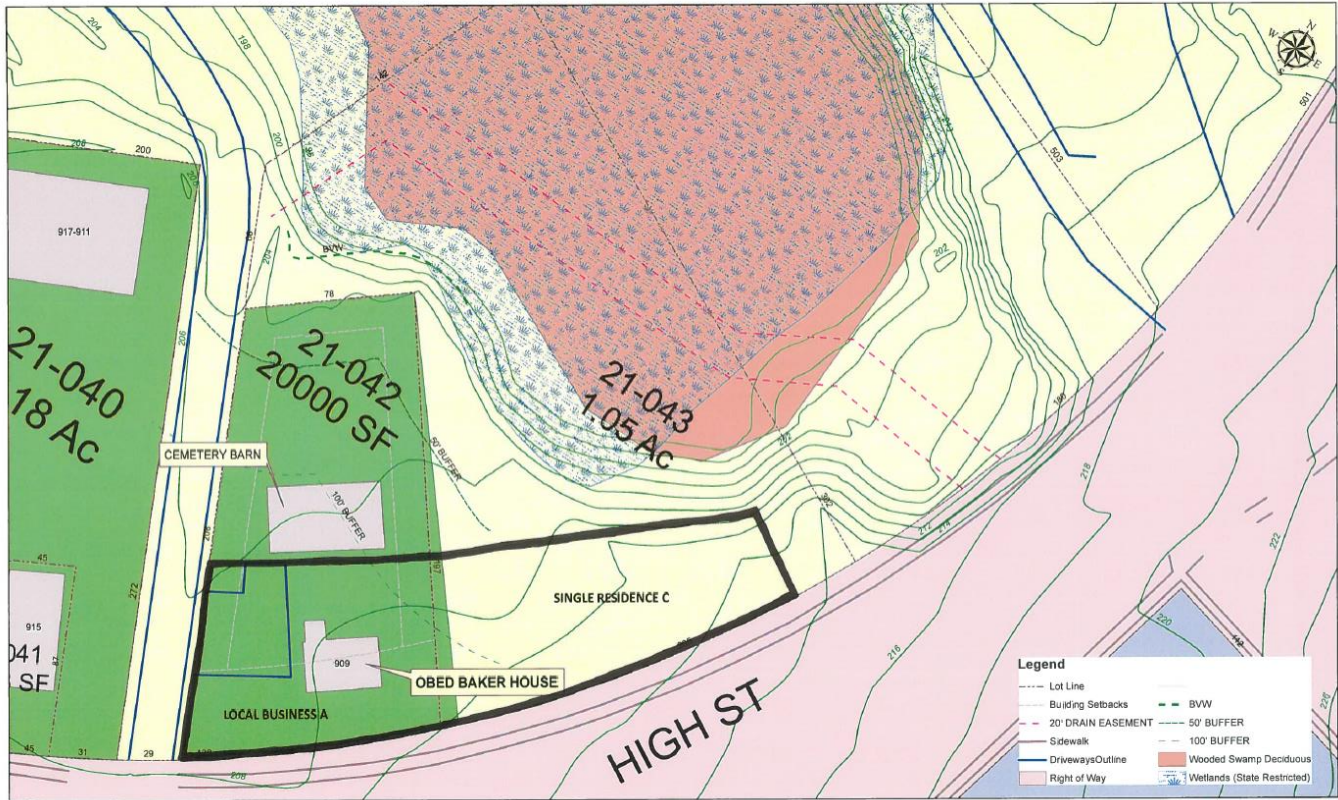


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ATTACHMENT 8 – MAP OF OBED BAKER HOUSE ENVIRONS

SHOWING 18,700 SF SAMPLE LAND AREA

ADAPTIVE REUSE OF THE OBED BAKER HOUSE, TOWN OF WESTWOOD



Obed Baker House Environs



Date: 12/31/2013



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ATTACHMENT 9 - SIGNATURE PAGE

ADAPTIVE REUSE OF THE OBED BAKER HOUSE, TOWN OF WESTWOOD

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Signature

Name of Corporation, Company or Individual

Printed Name of Person Authorized to Sign

Title

Email Address

Phone Number