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**TOWN OF MENDON, MASSACHUSETTS**

**REQUEST FOR PROPOSALS**

**FOR THE SALE OR LEASE OF AN APPROXIMATELY 15 ACRE PROPERTY AT 36 MILFORD STREET, MENDON,  
MASSACHUSETTS**

**FEBRUARY 16, 2022**

**PROPOSALS DUE:**

**March 18, 2022, 4:00 P.M. (NOON) LOCAL TIME**

Late Proposals Will Be Rejected.

**DELIVER COMPLETED PROPOSALS TO:**

Kimberly Newman, Town Administrator  
Town of Mendon  
c/o Office of the Mendon Town Administrator  
Mendon Town Hall  
20 Main Street  
Mendon, MA 01756  
[knewman@mendonma.gov](mailto:knewman@mendonma.gov)

**Authority:** This Request for Proposals (RFP) is issued under the authority of The Town of Mendon, Massachusetts

**Issued from Town of Mendon through MA 30B Process:**

February 16, 2022

**Non-Mandatory Site Visit and Project Overview Date:**

March 2, 2022, 2PM EST

**RSVP Required for Site Visit By:**

March 1, 2022, by 3:00 PM EST to Jack Hunter at

[maraeoin03@yahoo.com](mailto:maraeoin03@yahoo.com) or 508.858.6203

**Any Questions Must Be Received in Writing via Email By:**

March 9, 2022@3:00 PM EST to [Jack](#) Hunter at

[maraeoin03@yahoo.com](mailto:maraeoin03@yahoo.com).

**Proposals Due:**

March 18, 2022, 4:00 PM EST Delivered to Town Hall

Attn: Town Administrator, Mendon, MA

## REQUEST FOR PROPOSALS

### NOTICE TO PROPOSERS

The Town of Mendon, with an address of Mendon Town Hall, 20 Main Street, Mendon, MA 01756 (“the Town”), acting through the Mendon Board of Selectmen, invites the submission of sealed proposals for the sale of an approximately 15-acre Town owned property at 36 Milford Street, Mendon, MA 01756 (“Property”). The Property is shown as Assessors Map 9 Lot 177-50 and it is the intent of the proposal to have the successful bidder purchase the parcel as approximately outlined on a plan entitled “ Exhibit A Map 1.0” on file at the Mendon Town Administrator’s Office, Mendon Town Hall, 20 Main St. Mendon, MA 01756 and at [www.mendonma.gov/board-of-selectmen](http://www.mendonma.gov/board-of-selectmen)

The Request for Proposals (“RFP”) may be obtained from the Town, c/o Office of the Town Administrator, at the above address, between 9:00 A.M. and 4:00 P.M. local time, Monday through Thursday, beginning on **February 16, 2022**. Sealed Proposals, contained in sealed envelopes marked “RFP: Milford Street” will be received until 4:00PM local time March 18, 2022, by the Town, c/o Office of the Mendon Town Administrator, at which time and place all Proposals will be opened. The RFP is also posted on the Mendon Town Website at [www.mendonma.gov/board-of-selectmen](http://www.mendonma.gov/board-of-selectmen) and KW Website at [www.KWGovernment.com](http://www.KWGovernment.com).

All Proposals shall comply with the RFP issued by the Town including, without limitation, the Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals if in the best interest of the Town. Any Proposal submitted will be binding for one hundred eighty (180) days subsequent to the deadline date for receipt of sealed Proposals.

## **Section 1: Instructions to Proposers**

### **A. Executive Summary**

Through this Request for Proposals (RFP), the Town of Mendon, is seeking proposals from qualified buyers on an approximately 15-acre parcel at 36 Milford Street.

It will be the responsibility of the buyer to subdivide the existing parcel through the “Approval Not Required” process or any other process agreed upon by the Town utilizing Exhibit A Map 1.0 as the approximate division of the property.

Those interested in submitting a response to the RFP should, at a minimum, address the Submittal Requirements outlined in this RFP.

The Town reserves the right to waive any informality in any bid or to reject any or all in the best interest of the Town.

Responses are due at the Town Hall, addressed to the Town Administrator no later than the day and time listed on the cover sheet emailed to Jack Hunter at [maraeoin03@yahoo.com](mailto:maraeoin03@yahoo.com) and addressed to:

Ms. Kim Newman  
Town Administrator  
Town Hall  
20 Main Street  
Mendon, MA

If the Town Hall is closed the day of which bids are due because of uncontrollable events such as weather, COVID-19, or other emergency, the deadline for receipt of bids shall be extended until 11:00 A.M. local time the next business day that the Town’s Offices are open.

## B. Property Summary

### a. Location Information:

- i. Street Address: property is located at 36 Milford Street.
- ii. Assessors Map and Parcels: 9-177-50

### b. Parcel Dimensions:

Parcel Size for sale will be approximately 15 acres. It is the understanding of the Town that if the successful bidder is an existing abutter to said property, it is the intention of the Town to have the successful bidder subdivide the parcel via the "Approval Not Required" process shown approximately on Map 1.0. Location of the property division must be agreed upon by the Town of Mendon. Any purchase must be approved by Town Meeting.

- ### c. Existing Site Conditions: Property is currently part of a larger parcel on Milford Street which has a leased solar field located on it. The parcel to be sold must include acceptable access to the solar field. The successful RFP Respondent shall be responsible to obtain all permits concerning the Property.

## 1. Zoning and Other Land Use Criteria:

The property has a base zoning of General Business (GB).

Please refer to the Mendon Protective Bylaw for the complete set of requirements for the base and overlay zones.

Please refer to **Exhibit C** for a scheduled of uses.

## 2. Utilities and Other Infrastructure:

- i. **Natural Gas and Electricity:** National Grid is the Town's electricity provider and Columbia Gas is the gas provider.

The successful RFP Respondent shall be responsible for obtaining and paying for all utility connections concerning the Property.

- ii. **Water and Sewer:** There is no Public Sewer or Public Water infrastructure available to the site. It is anticipated that all proposals will be utilizing wells and septic systems which dictate the density of the property.

- ### b. **Access:** Access will be from the frontage on Milford Street.

- ### c. **Ownership:** Ownership of the development site is municipal, Town of Mendon. The Town wishes to sell the parcel as depicted on Exhibit A Map 1.0

3. **Easements:** An Eversource easements currently exist on the property.
4. **Area and Proximity Character:** The subject site has the following adjacent land uses:
  - a. North: Open Space/Residential
  - b. South: Commercial
  - c. East: Commercial/Residential
  - d. West: Open Space
5. **Taxes and Assessment:** The Town plans for property tax valuation in accordance with standard assessing practices.
6. **Background of Project:** This property along with a larger parcel was purchased by the Town for the purposes Open Space protection and possible Municipal Uses. A portion of the parcel for sale has been lease to a solar company.

#### 7. **Project Goals:**

To make this Property available, the Town of Mendon seeks to achieve the following goals:

1. Feasibility – The Town hopes to gain proceeds from sale and eventual taxes for any future uses.
2. Cost – The Town has not set a minimum sale Price, however no later than March 15, 2022, an appraised value of sale will be made available to all prospective bidders.
3. Partnership – It is the Towns intention to guide the successful bidder through the permitting process for an “Approval not Required” endorsement or any other permitting requirements.
4. Proposed Use – The Town is seeking a proposed use of the site that is compatible with the surrounding uses and adds a benefit to the Towns Tax Base.
5. Payment of Town’s Consultant- As part of this RFP, the selected developer shall be obligated to pay the Towns broker for this property, Gov Services at KW Commercial a brokerage fee of six percent (6%), upon sale of the property.

**Pre-Bid Conference:** A pre-bid conference will be held on site on March 2, 2022, at 2PM. The purpose of the conference and walk through is to assist prospective proposers in the interpretation of the RFP, and other technical matters. This conference and site walk are not mandatory, but attendance is highly recommended.

**Questions/RFIs:** If you have questions about this RFP or have a request for information or clarification, please contact Jack Hunter via email to [maraeoin03@yahoo.com](mailto:maraeoin03@yahoo.com) or call 508.858.6203. All questions and requests for clarification must be received *in writing* by 4:00 PM on March 9, 2022. It is anticipated that a compilation of all questions and responses will be distributed via email to prospective proposers by 4:00 PM on March 11, 2022.

#### ESTIMATED VALUE, SOURCE OF VALUATION

The minimum bid Price accepted for the sale of property either though fee simple or condominium shall be the appraised which shall be submitted to the Board of Selectmen by March 15, 2022.

#### ADDITIONAL INFORMATION

The Successful Proposer shall, within ten (10) days of being so notified by the Town, execute a Purchase and Sale Agreement in accordance with the terms of this RFP, in the form of the attached Purchase and Sale Agreement, or earlier, unless agreement made otherwise with the Mendon Board of Selectmen.

#### Section 4: Projected Selection Timeline

RFP Published in Central Register	<b>2/16/2022</b>
RFP Published in <u>THE MILFORD DAILY NEWS</u>	<b>2/17/2022 &amp; 2/24/2022</b>
RFP Available	<b>2/16/2022 9:00 A.M.</b>
Last day to sign-up for Pre-Proposal Voluntary Property Viewing through Jack Hunter 508.858.6203.	<b>3/1/2022 12:00 P.M. (Noon)</b>
Pre-Proposal Voluntary Property Viewing at 36 Milford Street	<b>3/2/2022 2:00 P.M.</b>
Final Inquiry Deadline	<b>3/9/2022 4:00 P.M.</b>
Responses to all inquiries	<b>3/11/2022</b>
Appraisal values made public	<b>3/15/2022</b>
Proposals Due to Awarding Authority at: Town of Mendon, Office of the Mendon Town Administrator, 20 Main Street, Mendon, MA 01756	<b>3/18/2022 4 PM</b>
Recommendation on most responsive bid made by Selection Committee	<b>3/22/2022</b>
Selectmen make final determination on accepting BID and placing it on the Spring Town Warrant	<b>3/23/2022</b>

### **Submittal Instructions & Site Visits**

Interested parties should submit one (1) original signed response to the Request for Proposals (RFP), six (6) paper copies, and submitted no later than March 18, 2022, at 4 pm EST to:

Ms. Kim Newman  
Town Administrator

And emailed to **Jack Hunter [maraeoin03@yahoo.com](mailto:maraeoin03@yahoo.com)**

If the Town's Offices are closed the day of which bids are due because of uncontrollable events such as weather, COVID-19, or other emergency, the deadline for receipt of bids shall be extended until 11:00 A.M. local time the next business day that the Town's Offices are open.

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**Any Questions Must Be Received in Writing via Email By:** March 9, 2022 @3:00 PM EST to [Jack](mailto:Jack) Hunter at [maraeoin03@yahoo.com](mailto:maraeoin03@yahoo.com) or 508.858.6203

Due to COVID-19 concerns, attendance will be limited to one person per interested party or firm. Upon arrival at the property, all attendees must sign in and provide a business card with contact information. Attendees will have the opportunity to tour the property and ask clarifying questions.

The Town will offer written responses to written questions received by March 11, 2022. In the event the Town determines that formal clarification or modification to the RFP is warranted, the Town will issue a written Addendum to this RFP. Participants are encouraged to bring a copy of this RFP to the site tour. Questions about any matter contained in this RFP should be emailed to [maraeoin03@yahoo.com](mailto:maraeoin03@yahoo.com) no later than ten (10) business days after the RFP has been issued.

All material changes or clarification of any matter contained in this RFP will be published in a timely manner in the form of a written addendum to our web site and e-mailed to all interested parties who have contacted us and/or attended the site tour.

### **8. Rule for Award:**

The most advantageous proposal to achieve the Project Goals with the most secure and available financing from a responsive and responsible Proposer will be selected.

### **I. PRICE PROPOSAL**



To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their Price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Appendix 1. The Price Proposal Form shall include a Price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

#### **A. Letter of Transmittal**

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least one hundred eighty (180) calendar days from the opening of Proposals.

#### **B. Table of Contents**

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

#### **C. Main Content**

- 1) A fully executed Price Proposal Form.
- 2) A fully executed Certificate of Non-Collusion.
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A).
- 4) A fully executed Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
- 5) A fully executed Conflict of Interest Certification (M.G.L. c.268A).
- 6) A fully executed Certificate of Corporate Proposer.
- 7) A fully executed Certificate of Compliance with M.G.L. c. 151B.
- 8) A fully executed Certificate of Non-Debarment.
- 9) The name, address, telephone number and email address of the individual submitting the Proposal who will serve as the Proposer's primary contact with the Town.
- 10) A statement that the Proposer has visited the Property and is fully acquainted with the conditions as they exist.
- 11) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the purchasing of property.
- 12) A statement of the financial ability of the Proposer to complete the purchase. Such statement may include bank statements, evidence of having a substantial cash down payment, a letter of commitment or letter of commitment from a lending institution, or any other documents that demonstrate the financial resources of the Proposer.

#### **9. Minimum Submittal Requirements**

Proposals should, at a minimum, provide the following information:

1. Cover letter.
2. Contact information for the development team including completed form included as Attachment 1 to this RFP.

3. A statement of developer financial capability. including completed forms included as Attachments 1 and 2 to this RFP.
4. Preliminary description of the extent the proposed to be use, and preferences for new building types, reconstruction of the existing building and site configuration (if any).
5. Completed Forms: Proposers must complete all of the required forms. Required forms for this RFP are the Disclosure of Beneficial Interests in Real Property Transaction required by G.L. c. 7, § 40J; and, the Tax Compliance Form requires pursuant to G.L. c. 62C, § 49A; and the Certificate of Non-Collusion required as part of this RFP.

## 10. Evaluation

In evaluating responses, the Town will consider how the proposed project advances the Project Goals described in this RFP. The Town may request additional information and conduct interviews with responders as part of the evaluation process. This RFP may lead to one of the following outcomes:

- The selection of a potential development team.
- Cancellation of this RFP without further coordination to interested parties.

NOTE: All proposals will be reviewed for the purpose of determining how best to develop the subject site, in accordance with the requirements of M.G.L. 30B, sec. 16 and shall be open to all proposers in accordance with the requirements of the RFP and applicable law.

### Comparative Evaluation Criteria

Each proposal that meets the minimum submittal requirements will be evaluated using the following comparative criteria. If a proposal does not meet the minimum evaluation criteria, it will be rejected, regardless of how its corresponding proposal may have been evaluated.

#### 1. Development Capabilities

The developer must demonstrate that they are qualified and capable to fully accomplish their proposed project. The quality of the development team's reputation and references, and regulatory track record and ability to complete projects as proposed. Documentation of experience and a track record suggesting a high likelihood of success in development of projects of similar size or complexity.

Factors considered will include:

Qualifications and experience of the development team. Documentation of experience and a track record suggesting a high likelihood of success in similar development projects.

**Highly Advantageous** - All the development team members are identified and fully qualified for all aspects of the project, and the developer has repeatedly demonstrated superior financial and technical capability to accomplish developments like this project within budget and schedule.

**Advantageous** - The development team members are identified and professionally qualified for key aspects of the project, and the developer has demonstrated good financial and technical capability to timely accomplish developments similar to this project.

**Non-Advantageous** - The development team members are identified and qualified for aspects of the project but is not complete and is missing key aspects, or the developer has not clearly demonstrated financial and technical capability to accomplish developments similar to this.

**Not Acceptable** -The development team members are not identified or are not qualified for key aspects of the project, or the developer is unable to demonstrate the capability to accomplish a development like this.

## 2. Compatibility with Project Goals

The proposed project should aim to address the above stated Project Goals. It should be capable of being permitted by the developer and compatible with the surrounding uses and area in terms of scale, activities, appearance, and site design.

**Highly Advantageous** - The Developer has committed to addressing a majority of the Project Goals listed in RFP. The project is capable of being permitted by the developer and compatible with the surrounding uses and area in terms of scale, activities, appearance and site design. Materials have been included to support the proposal.

**Advantageous** - The Developer has committed to addressing some of the Project Goals listed in the RFP. The project appears to be capable of being permitted by the developer and compatible with the surrounding uses and area in terms of scale, activities, appearance and site design. Materials have been included to support the proposal but are not fully illustrative of its feasibility.

**Non- Advantageous** - The Developer has not committed to addressing more than one of the Project Goals listed in the RFP. The project does not appear to be capable of being permitted by the developer and compatible with the surrounding uses and area in terms of scale, activities, appearance and site design. Materials have not been included to support the proposal.

**Not Acceptable** – The Developer does not address any of the Additional Town Goals. The project is not capable of being permitted by the developer and is not compatible with the surrounding uses and area in terms of scale, activities, appearance and site design. Materials have not been included to support the proposal.

## 3. Financial Factors

The proposal should provide value to the Town through direct economic benefits such as increase to tax base. The Developer should be capable of developing the property without being contingent upon the use of Town funds or subsidies or other resources such as grants that cannot be guaranteed. The development should proceed as soon as possible and be completed in a timely manner.

**Highly Advantageous** - The proposal provides a high-quality development that will positively impact the tax base and is not contingent on use of Town funds or subsidies. The project would be completed in a timely manner.

**Advantageous** - The proposal provides a quality development with moderate to high indirect and direct benefits to the Town and the community. The proposal is not contingent on subsidies, but programs are identified to enhance the quality of the project. The project would be completed in a timely manner.

**Non- Advantageous** -The proposal provides moderate indirect and direct benefits to the Town and the community. The developer factors in subsidies in the proposal. The project has an extended timeline for completion.

**Not Acceptable** -The proposal provides minimal direct or indirect benefits to the Town and the community. It would not be completed in a timely manner.

## 4. Other Community Benefits

The proposal provides additional public benefits to the neighborhood, Town and community such as contribution/protection to the unused of the parcel that is consistent with the stated Project Goals.

**Highly Advantageous** - The proposal provides substantial indirect and direct benefits to the Town and community.

**Advantageous** - The proposal provides moderate indirect and direct benefits to the Town and community.

**Non- Advantageous** - The proposal provides no indirect and direct benefits to the Town and community.

**Not Acceptable** -The proposal creates direct or indirect burdens on the Town and community

## 11. Waiver of Informalities or Irregularities and Rejection of Proposals

The Town may at its selection, waive any minor informality or irregularity in bids received or reject any or all bids or portions thereof.

## 12. Additional Information

Information supplemental to this RFP will be posted to the project website which is:

<http://www.kwgovernment.com/rfp-bids/>

The Review Committee will be appointed by the Town Administrator and the committee will review and rate the Proposals and rank them.

Based upon the Review Committee's analysis of the Proposals, the Review Committee will make a recommendation to the Board of Selectmen on March 23, 2022, concerning which Proposal the Town should accept. Any Sale of the Property by the Town will be awarded, if at all, pursuant to M.G.L. c. 30B, § 16, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration Price and all other evaluation criteria set forth in the RFP.

## Section 9. Compliance with Laws

The Purchaser shall comply with all applicable provisions of Federal, Massachusetts and local law, including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended.

## Section 10. Insurance

DELETED

## Section 11. Indemnification

The Purchaser shall assume all indemnification responsibilities described in the Purchase and Sale Agreement which is a part of this RFP and is incorporated herein by reference.

## Section 12. Appendices/Exhibits

Appendices

1. Price Proposal Form.
2. Certificate of Non-Collusion.
3. Certificate of Tax Compliance. (M.G.L., c.62C, §49A).
4. Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
5. Conflict of Interest Certification (M.G.L. c.268A).
6. Certificate of Corporate Proposer.
7. Certificate of Compliance with M.G.L. c. 151B.
8. Certificate of Non-Debarment.
9. Purchase and Sale Agreement.

#### Exhibits

- A. Map 1.0 Plan depicting the Property and proposed division line.
- B. Sample Purchase and Sale
- C. Zoning Table of Uses

For a purchase, the undersigned hereby submits the following Price:

\_\_\_\_\_  
Total in numbers

\_\_\_\_\_  
Total in words

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

If a Corporation:

Full Legal Name \_\_\_\_\_

Officers of Corporation and Addresses \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Incorporation \_\_\_\_\_

Principal of Business \_\_\_\_\_ Zip Code \_\_\_\_\_

Qualified in Massachusetts Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in MA \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. \_\_\_\_\_

Full Legal Name of Surety Company \_\_\_\_\_

Principal Place of Business \_\_\_\_\_  
\_\_\_\_\_

**Admitted in Massachusetts**

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Place of Business in MA** \_\_\_\_\_ **Zip Code** \_\_\_\_\_ **Tel.** \_\_\_\_\_

**Appendix 2**  
**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalties of perjury, that this 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.

\_\_\_\_\_  
Printed Name of Proposer

\_\_\_\_\_  
Printed Address of Proposer

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date



**Appendix 3**  
**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

\_\_\_\_\_  
Printed Name of Proposer

\_\_\_\_\_  
Printed Address of Proposer

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

**Appendix 4**  
**DISCLOSURE STATEMENT FOR**  
**TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**  
**M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

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

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

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

\_\_\_\_\_ Lessor/Landlord                      \_\_\_\_\_ Lessee/Tenant

\_\_\_\_\_ Seller/Grantor                      \_\_\_\_\_ Buyer/Grantee

\_\_\_\_\_ Other (Please describe):

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

<u>NAME</u>	<u>RESIDENCE</u>
-------------	------------------

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

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

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial*

*interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and timeshares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

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

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

(9) This disclosure statement is signed under penalties of perjury.

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

---

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

---

PRINT NAME & TITLE of AUTHORIZED SIGNER

**Appendix 5**  
**CONFLICT OF INTEREST CERTIFICATION**

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Purchase and Sale Agreement pursuant to this Request for Proposals.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Purchase and Sale Agreement by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full-time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining the Purchase and Sale Agreement (pursuant to this Request for Proposals) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Purchase and Sale Agreement to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

\_\_\_\_\_  
Printed Name of Proposer

\_\_\_\_\_  
Printed Address of Proposer

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_

Date

**Appendix 6**  
**CERTIFICATE OF CORPORATE PROPOSER**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Proposer in the attached Proposal; that \_\_\_\_\_, who signed said Proposal on behalf of the Proposer was then \_\_\_\_\_ of said Corporation; that I know his/her signature hereto is genuine and that said Proposal was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Printed Name of Proposer

---

Printed Address of Proposer

---

---

Telephone Number

By: \_\_\_\_\_

(Signature)

---

Printed Name

---

Printed Title

---

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

**Appendix 7**  
**CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B**

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all Supplier Diversity Office (SDO) thresholds, as applicable, if they have been established in conjunction with this Request for Proposals.

Printed Name of Proposer

---

Printed Address of Proposer

---

---

Telephone Number

By: \_\_\_\_\_

(Signature)

---

Printed Name

---

Printed Title

---

Date

**Appendix 8**  
**CERTIFICATE OF NON-DEBARMENT**

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town within one (1) business day of such debarment, suspension, or prohibition from practice.

\_\_\_\_\_  
Printed Name of Proposer

\_\_\_\_\_  
Printed Address of Proposer

\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

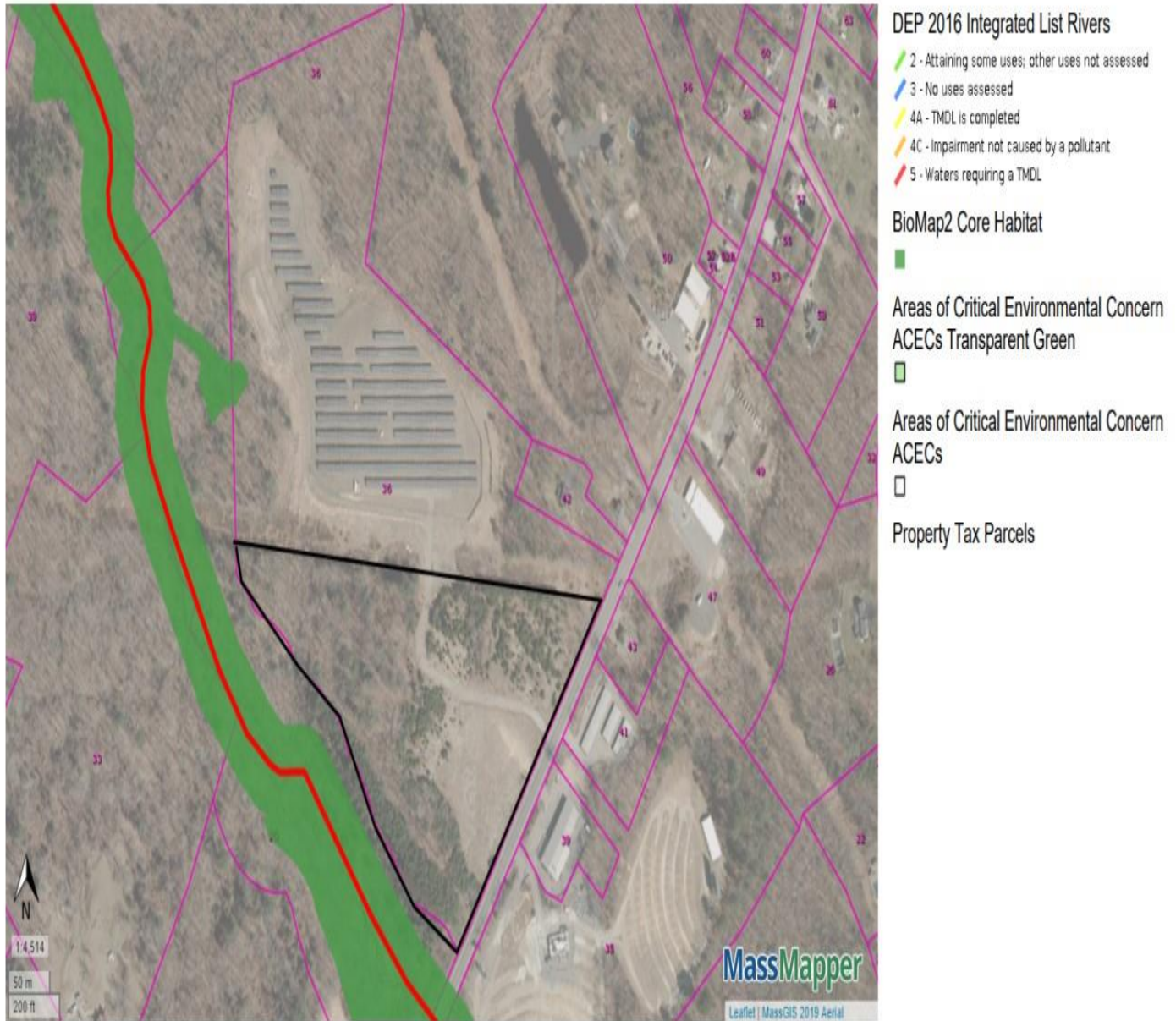
\_\_\_\_\_  
Date



**Exhibit A Proposed Division of Property**

**Exhibit  
B –**

# Milford Road Commercial Parcel



**Sample Purchase and Sale/ Lease Agreement**

**Sample Purchase and Sale/ Lease Agreement**

This Purchase and Sale/ Lease Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201 (the "Effective Date") and is by and between **The Town of Mendon**, with a mailing address of 20 Main Street, Mendon Massachusetts 01756 ("Seller"), and \_\_\_\_\_, a Massachusetts \_\_\_\_\_, having an address of \_\_\_\_\_ ("Buyer").

### **Purchase and Sale**

Seller agrees to sell or lease, and Buyer/Leaser agrees to buy or lease, the premises described in Section 2 upon the terms and conditions set forth in this Agreement. This Agreement follows the Request for Proposals to purchase the premises issued by Seller (the "RFP") and Buyer's response to the RFP ("Buyer's Proposal").

### **Description**

The property located at and known as 8 Morrison Drive, Mendon, Massachusetts (the "Premises"). The Premises are more particularly described on Exhibit A attached to this Agreement.

### **Title Deed**

The Premises shall be conveyed by a good and sufficient quitclaim deed running to Buyer, or Leaser to the nominee designated by Buyer by written notice to Seller delivered before the Closing (the "Deed"). The Deed shall convey good, clear, record and marketable title to the Premises, free from encumbrances.

### **Plans**

If the Deed refers to a plan that must be recorded with the Deed, Seller shall deliver such plan with the Deed in form adequate for recording or registration.

### **Registered Title**

If the title to any portion of the Premises is registered, the Deed shall be in form sufficient to entitle Buyer to a Certificate of Title to that portion of the Premises, and Seller shall deliver with the Deed all instruments, if any, necessary to enable Buyer to obtain such Certificate of Title.

**Exhibit C**

<b>Table A: Table of Uses</b>		<b>Districts</b>			
		<b>RR</b>	<b>GR</b>	<b>GB</b>	<b>HB</b>
<b>Use</b>	<b>s</b>				
14	Exempt commercial facilities for the sale of produce, wine, and dairy products, including greenhouses and/or farm stands on parcels 2 acres or more that generates at least \$1,000 per acre annually in revenue and with retail sales June thru September, all as defined in and subject to the qualifications for exemption set forth in M.G.L. c. 40A, sec. 3	Y	Y	Y	Y
15	Non-exempt greenhouse or nursery, year-round, with retail sales	N	PB	Y	Y
16	Farmer's Market *	Y	Y	Y	Y
17	Farm Stand, non-exempt	PB	PB	Y	Y
18	Exempt commercial riding stable on parcels more than 5 acres pursuant to, and subject to the qualifications for exemption set forth in M.G.L. c. 40A, sec. 3; also, subject and pursuant to M.G.L. c.111	Y	Y	Y	Y
19	Exempt commercial riding stable for commercial purposes on parcels 2 acres or more that generates at least \$1,000 per acre annually in revenue, pursuant to and subject to the qualifications for exemption set forth in M.G.L. c. 40A, sec. 3; also, subject and pursuant to M.G.L. c.111	Y	Y	Y	Y
20	Kennel *	N	PB	PB	N
21	Exempt commercial kennel on parcels five acres or more or two acres or more if the parcel generates at least \$1,000 per acre annually in revenue, pursuant to and subject to the qualifications for exemption set forth in M.G.L. c.40A, sec. 3 *	Y	Y	Y	Y
<b>Institutional, Educational, and Municipal</b>					
22	Municipal administration	PB	Y	Y	Y
23	Exempt religious or educational purposes on land owned or leased by the commonwealth or any of its agencies, subdivisions, or bodies politic or by a religious sect or denomination, or by a nonprofit educational corporation as defined and subject to the qualifications for exemption set forth in M.G.L. c. 40A, sec. 3	Y	Y	Y	Y
24	Exempt childcare facility, as defined, and subject to the qualifications for exemption set forth in M.G.L. c. 40A, sec. 3	Y	Y	Y	Y
25	Family childcare home as defined and in accordance with M.G.L. c. 15D, sec. 1A *	PB	PB	PB	PB

26	Large family childcare home as defined and in accordance with M.G.L. c. 15D, sec. 1A*	N	PB	PB	PB
27	Cemetery	PB	PB	N	N
28	Non-profit civic organizations, clubs, library, or museums	PB	PB	PB	N

		Districts			
		RR	GR	GB	HB
<b>Table A: Table of Uses</b>					
<b>Uses</b>					
<b>Business and Retail</b>					
29	Retail stores, indoor sales only	N	N	Y	Y
30	Retail stores that may include fabrication and assembly	N	N	Y	Y
31	Wholesale business and storage provided there is no manufacturing or processing of materials	N	N	Y	Y
32	Building Materials Sales Room	N	N	Y	Y
33	Shopping center *	N	N	PB	PB
34	Craft Shop of artist, potter, sculptor, wood carver, or similar craftsman	N	PB	Y	N
35	Business and professional offices	N	PB	Y	Y
36	Bank or financial institution	N	N	Y	Y
37	Trade, professional or other school conducted as a private business	N	PB	Y	Y
38	Personal care services such as barber shops, beauty parlors and nail salons	N	N	Y	Y
39	Dry cleaning establishments limited to pick-up service	N	N	Y	Y
40	Restaurant or other establishment providing food and/or beverages within the building	N	N	Y	Y
41	Catering establishment	N	N	Y	Y
42	Motor vehicle service stations as defined and in accordance with Mendon Zoning By-Laws, Section 6.01	N	N	PB	PB
43	Motor vehicle repair, provided that all work is conducted within a completely enclosed building	N	N	PB	PB
44	Auto body shop, provided that all work is conducted within a completely enclosed building	N	N	PB	PB

45	Automobile dealership for sale, leasing and servicing of new and used automobiles	N	N	PB	PB
46	Automobile dealership, Class II License, as defined and in accordance with the Town of Mendon By-Laws, Chapter XI Section 10	N	N	PB	PB
47	Sale and rental of recreational vehicles	N	N	PB	PB

<b>Table A: Table of Uses</b>		<b>Districts</b>			
<b>Use s</b>		<b>RR</b>	<b>GR</b>	<b>GB</b>	<b>HB</b>
48	Boat sales and rental including storage, maintenance, and repair of boats	N	N	PB	PB
49	Heating oil sales and service	N	N	PB	PB
50	Funeral or undertaking establishment	N	N	PB	PB
51	Large Animal Hospital*	PB	PB	PB	PB
52	Veterinary hospital	N	PB	PB	PB
53	Hotel	N	N	PB	PB
54	Medical center for medical, dental, or clinical	N	N	PB	PB
55	Marina, only on land having direct access to open water	PB	PB	PB	PB
56	Any business and/or retail use permitted above by right in excess of 10,000 square feet of building area	N	N	PB	PB
56-1	Marijuana establishments, and medical marijuana treatment centers as defined and in accordance with Section 6.03 <i>inserted 11/21/17</i>	N	N	PB	PB
<b>Industrial</b>					
57	Light manufacturing or light assembly facility which may include the indoor display and sales of products manufactured or assembled on the premises	N	N	Y	Y
58	Hazardous Waste Facility*	N	N	N	N
59	Any industrial use permitted above by right in excess of 10,000 square feet building area	N	N	PB	PB
<b>Recreational</b>					
60	Indoor commercial entertainment such as theater, motion picture house, bowling alley, or other indoor amusement	N	N	PB	Y
61	Drive-in theater	N	N	Y	N

62	Golf course and /or country club	PB	PB	N	N
63	Golf driving range not accessory to golf course or country club	N	N	N	N
64	Playing fields, playground, swimming pool, tennis, and basketball courts on municipal land	PB	PB	PB	PB
65	Adult Entertainment, as defined and in accordance with Mendon Zoning By-Laws Section 5.01; in the Adult Entertainment District Only	N	See Section 5.01 for permissible locations for this use, and permits required.		

Table A: Table of Uses	Districts			
	Uses	RR	GR	GB