

Town of Hubbardston

REQUEST FOR PROPOSALS

The Board of Selectmen of the Town of Hubbardston, Massachusetts, is soliciting Sealed Proposals for the creation of affordable housing on a parcel of land located at Ragged Hill Road in the Town of Hubbardston (the “Property”). Proposals will be received in the Office of the Board of Selectmen, 7 Main Street, Box 3, Hubbardston, MA 01452 until **4:00 p.m.** local time on **Monday, July 6, 2020** at which time the proposals will be opened publicly. Proposals must be sealed and clearly marked “Proposal to Purchase Ragged Hill Property – Affordable Housing (Lot 2)” in the lower left corner. Fax submissions will not be accepted.

Proposal packages may be obtained from the Office of the Town Administrator, 7 Main Street, Box 3, Hubbardston, MA 01452, tel. #978-928-1400, Monday through Thursday, between the hours of 8:00 a.m. and 4:00 p.m., holidays excepted, or by e-mail at admin@hubbardstonma.us. There will be no scheduled viewing, and prospective proposers may familiarize themselves with the property from Ragged Hill Road.

The successful proposer must be prepared to enter into a Purchase and Sale Agreement, substantially in the form attached hereto, within thirty (30) days from the opening of the proposals.

No proposer may withdraw his proposal for a period of one hundred eighty (180) days after the date set for the opening thereof. The awarding authority is the Board of Selectmen.

The Town has determined that this transaction is subject to the Uniform Procurement Act, G.L. c. 30B. Therefore, the provisions of G.L. c. 30B are hereby incorporated by reference in this Request for Proposals (“RFP”).

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is in the Town’s best interest to do so.

Town Administrator
Ryan M. McLane

Date: May 6, 2020

REQUEST FOR PROPOSALS

I. INTRODUCTION

The Town of Hubbardston is seeking proposals for the disposition of a parcel of Town-owned land located at Ragged Hill Road (the “Property”) and shown as Lot 2 on a plan entitled “Plan of Land in Hubbardston, MA Prepared for the Town of Hubbardston,” dated May 20, 2008, recorded with the Worcester South Registry of Deeds in Plan Book 868, Plan 100 (the “Plan”), a copy of which Plan is attached hereto and incorporated herein. The Property is further described in a Tax Taking, dated October 25, 1963, recorded with the Worcester South Registry of Deeds (the “Registry”) in Book 4420, Page 244, and as Assessor’s Map 2, Property 217.

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, to waive any informalities, or to cancel this procurement at any time if it is in the Town’s best interest to do so.

II. PROJECT SUMMARY; BACKGROUND

The successful proposer will create affordable housing through the construction of a single-family residence or duplex on the Property, in accordance with the requirements of this RFP, and will sell the dwelling(s) to an eligible purchaser, as set forth more particularly herein.

The Property contains 3.35 acres, and is located in the Residential/Agricultural Zoning District. **Any structure built on the Property must conform with the applicable existing zoning requirements for the District.**

The Town has conducted soil evaluations and borings with respect to the suitability of the Property for the location of on-site sewage disposal systems in accordance with Title 5 of the State Environmental Code, 310 CMR 15.000 et seq. Documents relating to the results of this evaluation are on file at the office of the Board of Health and are available for inspection during normal business hours. Please be advised, however, the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information contained in these documents. The proposer assumes all risk in connection with the use of the information, and releases the Town from any liability in connection with the use of the information provided by the Town.

III. DEVELOPMENT GUIDELINES

The following development guidelines apply to the use and disposition of the Property. These provisions must be addressed in the proposal, included in the purchase and sale agreement, and met in the subsequent development of the Property:

Affordability, Use Restriction.

The Town will convey fee ownership of the Property to the designated developer subject to a Regulatory Agreement or permanent affordable deed rider acceptable to the Town and DHCD, which shall be recorded prior to the recording of any mortgages or other liens on the Property

and survive foreclosure or a deed in lieu of foreclosure. In turn, the developer will design, construct and sell the home(s), subject to a permanent affordable housing deed rider(s), to qualified first-time homebuyers with income less than eighty percent (80%) of AMI. The dwelling will be sold in accordance with regulations and guidelines of the Local Initiative Program, 760 CMR 45.00, and the terms and conditions of the purchase and sale agreement. The designated developer must conform to the Local Initiative Program's requirements for the buyer qualification and selection process. The developer shall, prior to conveying the Property, provide the Town with documents evidencing that the buyer meets the income requirements and has been selected in compliance with other fair housing marketing, tenant selection, and other requirements.

The developer shall be responsible for taking any and all steps, at its expense, to include the dwelling(s) constructed on the Property on the DHCD's Subsidized Housing Inventory ("SHI"), and selling the dwelling(s) to a qualified, low-income first-time homebuyer, protected by a perpetual use restriction approved by the DHCD and the Town in accordance with G.L. c. 184. Proposers are strongly recommended to review DHCD's 40B Comprehensive Permit Guidelines that are available online to determine what steps are required to include the Property in the SHI, including without limitation, affirmative marketing and tenant selection processes.

Site and Building Design Guidelines.

The Town will give preference to a developer who will construct the dwelling(s) and develop the Property in accordance with the following guidelines:

- The Town is amenable to the construction of a single family home or a duplex, although the former is preferable. A final decision will be made once a conceptual site design is complete and parking shown, subject to all applicable permits, licenses and other approvals.
- The Town requires materials of good quality and design features (window trims, elevation detail) to be used so to blend in well with the neighborhood. This should be included in the project budget.
- The Town is interested in exploring green building designs especially those which will reduce on-going utility and other expenses in the future.
- The proposer should select the successful buyer in a public setting.
- The Town requires new construction for this site, though not necessarily all new materials.
- The Town requires approval of the design.
- The dwelling(s) to be constructed on the Property must comply with the following requirements: Building construction must meet the current State Building Code including the Stretch Energy Code, Title 5, unit size requirements (minimum floor area) of the Local Initiative Program and the applicable existing requirements of the

Residential/ Agricultural Zoning District.

- Appliances, heating and/or air conditioning systems shall be rated for energy efficiency.
- Site design must provide adequate parking.
- Landscaping must be suitable to the surrounding neighborhood area.

Conveyance Terms.

The purchase and sale agreement between the Town and the designated developer shall contain the following provisions in addition to others:

- The dwelling unit(s) on the Property shall remain affordable in perpetuity. The Property will be conveyed subject to a Regulatory Agreement and/or a separate affordable housing restriction acceptable to the Town, which shall confirm that the dwelling(s) to conform to the requirements of the Local Initiative Program.
- Final plans shall be substantially consistent with preliminary plans submitted.
- Construction must commence within one hundred eighty (180) days of the date of the conveyance to the proposer.
- The purchase and sale agreement will provide that the Town will convey the Property to the successful proposer only when the proposer has secured all necessary financing and permits. However, the Town, in its sole and absolute discretion, may grant exceptions if the successful proposer intends to raise funds through donations or construct the dwelling with volunteer labor.
- The designated developer will be required to enter into a mutually satisfactory purchase and sale agreement, incorporating the terms hereof, within thirty (30) days of the notice of award. The closing must occur within one hundred twenty (120) days from the date on which the parties enter into the purchase and sale agreement, which may be extended by the Town for good cause.
- The designated developer is responsible for preparing any applications, forms, or other submittals necessary to secure DHCD's approval of the proposed dwelling(s) for listing on the Chapter 40B Subsidized Housing Inventory.
- The purchase and sale agreement will require a Land Development Agreement on the terms set forth below.

Development Terms.

The Property shall be conveyed subject to a Land Development Agreement ("LDA") that will incorporate the provisions hereof and specify how the developer will develop, construct and

operate the project. The parties shall sign the LDA at the closing and record the same prior to the recording of any mortgages or other liens. The LDA shall include, but is not limited to, the following terms, and be attached to and be a part of the purchase and sale agreement:

The developer shall, at its sole cost and expense, construct a new single-family residence or duplex on the Property (the "Project"). The developer shall commence the Project within one hundred eighty (180) days from the date on which the deed from the Town to the developer is recorded with the Registry and complete said construction within two (2) years from said date on which the Property was conveyed to the developer by the Town.

The Property shall be used for affordable housing purposes in perpetuity. The dwelling shall be sold to a first-time homebuyer earning no more than eighty percent (80%) of the area median income at a price acceptable to DHCD and subject to an affordable housing deed rider, as set forth herein.

Until the Project has been substantially completed, the developer shall not convey or transfer the property or any portion thereof to any person or entity.

The developer shall engage the services of a monitoring agent acceptable to the Town to market the dwelling and conduct a lottery to find eligible buyers.

The developer shall obtain the Town's approval of project plans and specifications, including, without limitation, review of plans for substantial compliance with the RFP, and any material changes thereto

Any and all mortgages and other liens on the property shall be subordinate to the LDA.

IV. MANDATORY TERMS

- A. The Property is are being sold "as is." In the purchase and sale agreement, the Buyer shall acknowledge that the Property is being sold "as is." The Town shall bear no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by statute (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Property and the successful proposer agrees to defend, with counsel satisfactory to the Town, and pay, protect, release, indemnify and save harmless the Town from and against, any and all liabilities, damages, loss, costs, expenses (including any and all attorneys' fees, and expenses of the Town), causes of action, suits, claims, demands or judgments of any nature whatsoever arising prior and subsequent to delivery of the deed for any injury to person or property arising from any Hazardous Waste that is on, in, under, or emitting from the Property. The provisions of this Paragraph shall survive delivery of the Deed.
- B. No broker's commission shall be paid by the Town and the successful proposer shall indemnify and hold harmless the Town from any claims for such commission.
- C. The proposer shall provide, at a minimum, the following as part of the proposal:

1. Cover letter. This letter shall provide an expression of interest, identify the proposer and list the name, address and telephone number of all interested parties.
2. For a corporate proposer, a Certificate of Corporate Vote.
3. If the proposer intends to purchase the Property(s) with a purchase money mortgage, the proposer must provide a pre-approval letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions.
4. Five copies of the proposal shall be submitted to the Town Administrator and must be delivered in a sealed package that is clearly marked "Purchase of Ragged Hill Road - Affordable Housing (Lot 2)."
5. Other Information. The proposer should include in this section any other information or unique features which the proposer believes the Town should know in order to fully evaluate the proposal.

V. GENERAL SUBMITTAL REQUIREMENTS

1. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature.
2. Proposals may be modified only by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
3. Proposals may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of proposals.
4. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw his/her proposal for a period of one hundred eighty (180) days after the general submission deadline.
5. All questions about the meaning or intent of this RFP shall be received in writing by mail or fax in the Office of the Town Administrator, 7 Main Street – Box 3, Hubbardston, MA 01452, tel. 978-928-1400; facsimile 978-928-3392, or e-mail at admin@hubbardstonma.us. Proposers are requested to forward questions early in the procurement process and no later than 10 calendar days before receipt of proposals. Answers will be in writing and will be sent by the Town Administrator to all prospective proposers.
6. The successful proposer shall comply with all applicable federal, state, and local laws and

regulations related to real estate transactions.

7. All proposals submitted to the Town must include all forms included within the contents of the RFP and they must all be filled out and properly executed. Failure to submit all forms properly filled out and executed will be grounds for rejection of the proposal.
8. All signatures must be handwritten and in ink by the person(s) authorized to purchase the parcel(s). All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alterations, or irregularities may be rejected.
9. All proposals become the property of the Town. The Town has the right to disclose information contained in the proposals.
10. The Town reserves the right to make an award to a proposer that offers other than the highest price for the Property(s). The Town will consider the overall value of the offer, including both monetary and non-monetary consideration.
11. The selection of the proposer shall be made without regard to race, creed, color, sex, age, religion, marital status, sexual orientation, handicap or national origin.
12. The Town reserves the right to request additional information from any and all respondents to this solicitation if it is deemed necessary in order to identify the most advantageous proposal.

VI. COMPARATIVE EVALUATION CRITERIA

Proposals meeting the minimum criteria will then be evaluated on the following additional comparative evaluation criteria, which will be rated on scale of unacceptable, not advantageous, advantageous or highly advantageous.

1. *Building design, quality materials and appearance.*

Unacceptable: preliminary building design is not responsive to RFP.

Not Advantageous: preliminary building design is minimally responsive to RFP.

Advantageous: preliminary building design is substantially responsive to RFP.

Highly Advantageous: building design exceeds the Town's expectations for the RFP.

2. *Energy efficiency and building systems and appliances.*

Unacceptable: no mention of energy efficiency.

Not Advantageous: minimal attention to energy efficiency.

Advantageous: adequate inclusion of energy efficient systems and appliances.

Highly Advantageous: excellent use of energy efficient systems and appliances.

3. *Experience of proposer in successfully developing affordable housing and conducting housing lotteries:*

Unacceptable: no experience.

Not Advantageous: less than five years' experience.

Advantageous: more than five years' experience.

Highly Advantageous: more than ten years' experience.

4. *Financial feasibility of proposal.*

Unacceptable: unrealistic project budget.

Not Advantageous: project budget has significant gaps and requires substantial assistance from the Town.

Advantageous: project budget is financially feasible and requires moderate assistance from the Town.

Highly Advantageous: project budget is more than adequate to address projected funding needs and requires little or no assistance from the Town.

5. *Overall quality of proposal.*

Unacceptable: proposal not responsive to RFP.

Not Advantageous: proposal complete and responsive to some items and not others in RFP.

Advantageous: proposal well-written with a clear visual and graphic format and responsive to all items in RFP.

Highly Advantageous: proposal is of outstanding visual and written quality, responsive to all items in RFP and introduces innovative and creative concepts.

VII. SELECTION PROCESS

All proposals submitted by the deadline will be opened and read aloud in public. The Hubbardston Board of Selectmen shall review and evaluate all proposals received by the submission deadline and select a proposer who best meets the minimum and comparative

evaluation criteria. Evaluation of the proposals will be based on the information provided in each proposer's submission in accordance with the submission requirements of this RFP, interviews (if any), references, and supplemental, clarifying information requested by the Town. The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in this RFP, will be selected. The Town will notify all proposers in writing of its decision.

If the Town cannot reach a final agreement with the designated developer within thirty (30) days from the date of the award notice, the Town reserves the right to terminate its negotiations with the designated developer and to pursue negotiations with the proposer that submitted the next most advantageous proposal received from a responsive and responsible proposer in response to this RFP.

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

FORM A

Price Proposal Form

Please indicate price to be paid for conveyance of the Town Property:

Please write your proposal offer:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

Note: *Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

Name of proposer

Name and title of person signing proposal

Signature of person signing proposal

Date

Title

Address

(Note: This form must be included in the proposal submission)

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

FORM B

Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

“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.”

(Please Print)

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

(Note: This Form must be included in the proposal submission)

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

FORM C

Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named proposer, do hereby certify under the pains and penalties of perjury that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

Tax ID Number: _____

(Note: This Form must be included in the proposal submission)

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

FORM D

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:

Sale by Town of Hubbardston

(3) Public Agency Participating in Transaction:

Town of Hubbardston

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Property ____ Lessee/Tenant

____ Seller/Grantor ____ X 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):

NAME

RESIDENCE

(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 time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

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

shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

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

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

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (___ / ___ / ____)

Print Name & Title of Authorized Signer

(Note: This Form must be included in the proposal submission)

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

Purchase and Sale Agreement

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

Plan