

RUTLAND DEVELOPMENT AND INDUSTRIAL COMMISSION

REQUEST FOR PROPOSALS (RFP)

DISPOSITION OF LAND AT 86 MAPLE AVENUE, RUTLAND, FOR ECONOMIC REVITALIZATION

ADVERTISEMENT

Pursuant to M.G.L. Chapter 30B and Chapter 245 of the Acts of 2000, the Town of Rutland (the "Town"), a Massachusetts municipal corporation, acting on behalf of the Rutland Development and Industrial Commission ("RDIC" or the "Commission"), is soliciting proposals from one or more proposers or developers to purchase or lease all or a portion of the RDIC-owned property located at 86 Maple Avenue, Rutland, consisting of approximately 88 acres of vacant land (the "Property"). The Town, acting by and through its Chief Procurement Officer, has issued a Request for Proposals ("RFP"), soliciting such bids.

The Property is subject to a restriction requiring the Property to be used for the economic revitalization of the Town and other purposes set forth in and consistent with the Rutland Heights Hospital Reuse Master Plan dated April 1997, as amended (the "Master Plan" or the "Re-use Plan"). The Town welcomes proposals from one or more proposers for the purchase and development of the Property, either in its entirety or of one or more portions of the Property.

Copies of the RFP are available for pick-up at the Office of Chief Procurement Officer, Rutland Town Hall, 246 Main Street, Rm 100, Rutland, MA 01543, or by contacting the Chief Procurement Officer at mnicholson@townofrutland.org.

All inquiries or questions regarding this RFP must be in writing and received by the Town no later than May 25, 2020 at 4:00 p.m. Questions should be directed to the Chief Procurement Officer, Rutland Town Hall, 246 Main Street, Room 100, Rutland, MA 01543, fax at 508-886-2929, or email mnicolson@townofrutland.org.

Sealed proposal packages must be received by the Chief Procurement Officer at Rutland Town Hall, 246 Main Street, Rutland, MA 01543 **on or before May 29, 2020 at 12:00 p.m.** Proposals received after this time will be deemed non-responsive and will not be accepted. All proposals must be accompanied by a certified or bank check or bid bond in the amount of \$10,000 as proposal security, which will be returned to any unsuccessful proposer.

No proposer may withdraw his or her proposal for a period of one hundred fifty (150) days after the date set for the opening thereof.

Sealed proposal packages will be opened at 12:00 p.m. on May 29, 2020 and a register of proposals will be prepared, listing the name of each proposer and the number of modifications, if any, received. The register of proposals shall be open for public inspection. However, the contents of the proposals shall remain confidential and not disclosed to competing proposers until the Town has completed its evaluation of the proposals. The Town reserves the right to open the Price Proposal at a later time.

The successful proposer(s) will enter into a mutually satisfactory Land Disposition Agreement ("LDA") within sixty (60) days from the date on which the sale or lease of the Property is awarded to the proposer and a draft LDA is provided by the Town to the proposer. If a sale, a deposit of 7% of the

purchase price is to be paid upon the execution of the LDA and the remaining amount shall be paid in full at the closing. The closing will occur within sixty (60) days from the date the parties enter into the LDA or such other date as is acceptable to the Town. If a lease, the parties will enter into a Lease Agreement (“Lease Agreement”) within sixty (60) days from the date on which the parties enter into the LDA or such other date as is acceptable to the Town. The LDA and, if applicable, the Lease Agreement to be entered into by the parties shall be materially on the same terms as set forth in the draft LDA and Lease Agreement provided by the Town.

The Property will be conveyed subject to Heights Plan Development District Zoning, a Land Development Agreement (a “Development Agreement”) ensuring that the Property is used for the purposes stated in the Master Plan and setting forth other terms and conditions for the development of the Property for the proposer’s proposed project.

The Town reserves the right to reject any and all proposals, to negotiate any and all 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.

Proposers are advised that the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP. The Property will be sold or leased in its “AS-IS” condition.

RUTLAND DEVELOPMENT AND INDUSTRIAL COMMISSION

REQUEST FOR PROPOSALS (RFP)

DISPOSITION OF LAND AT 86 MAPLE AVENUE, RUTLAND, FOR ECONOMIC REVITALIZATION

INTRODUCTION

Pursuant to M.G.L. Chapter 30B and Chapter 245 of the Acts of 2000, the Town of Rutland (the “Town”), a Massachusetts municipal corporation, acting on behalf of the Rutland Development and Industrial Commission (“RDIC” or the “Commission”), is soliciting proposals from one or more proposers or developers to purchase or lease all or a portion of the RDIC-owned property located at 86 Maple Avenue, Rutland, consisting of approximately 88 acres of vacant land (the “Property”). The Town, acting by and through its Chief Procurement Officer, has issued a Request for Proposals (“RFP”), soliciting such bids.

The Property is subject to a restriction requiring the Property to be used for the economic revitalization of the Town and other purposes set forth in and consistent with the Rutland Heights Hospital Reuse Master Plan dated April 1997, as amended (the “Master Plan” or the “Re-use Plan”). The Town welcomes proposals from one or more proposers for the purchase and development of the Property, either in its entirety or of one or more portions of the Property.

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Sealed proposal packages must be received by the Chief Procurement Officer at Rutland Town Hall, 246 Main Street, Rutland, MA 01543 **on or before May 29, 2020 at 12:00 p.m.** Proposals received after this time will be deemed non-responsive and will not be accepted. All proposals must be accompanied by a certified or bank check or bid bond in the amount of \$10,000 as proposal security, which will be returned to any unsuccessful proposer.

No proposer may withdraw his or her proposal for a period of one hundred fifty (150) days after the date set for the opening thereof.

Sealed proposal packages will be opened at 12:00 p.m. on May 29, 2020 and a register of proposals will be prepared, listing the name of each proposer and the number of modifications, if any, received. The register of proposals shall be open for public inspection. However, the contents of the proposals shall remain confidential and not disclosed to competing proposers until the Town has completed its evaluation of the proposals. The Town reserves the right to open the Price Proposal at a later time.

The successful proposer(s) will enter into a Land Disposition Agreement (“LDA”) within thirty (30)

days from the date the sale or lease of the Property is awarded to the proposer and the draft LDA is provided by the Town. If a sale, a deposit of seven percent (7%) of the purchase price is to be paid upon the execution of the LDA and the remaining amount shall be paid in full at the closing. If a lease, the successful proposer shall pay a fee of two months' rent (or such higher or lower amount determined by the Town) at the execution of the LDA. The closing will occur, or the parties will enter into a Lease Agreement, within sixty (60) days from the date the parties enter into the LDA or such other date as is acceptable to the Town. The LDA and, if applicable, the Lease Agreement, will be substantially on the same terms as those set forth in drafts to be provided by the Town.

The Property will also be conveyed/leased subject to a Land Development Agreement (a "Development Agreement"), ensuring that the Property is used for the purposes stated in the Master Plan and setting forth other terms and conditions for the development of the Property for the proposer's proposed project.

The Chief Procurement Officer reserves the right to reject any and all proposals, to negotiate any and all 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.

While the Town believes that the information provided in this RFP, including all exhibits and addendums, if any, is accurate, **the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP.** Each 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. Further, the Town makes no representation or warranty with respect to the Property, including without limitation, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property. The Property will be sold or leased in its "AS-IS" condition.

Each proposer is advised to undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the Property, applicable zoning and other land use laws (including, without limitation, the Heights Planned Development District), required permits and approvals, and other development, ownership, and legal considerations pertaining to the Property, and the use of the Property, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the proposer's use of the Property. All costs and expenses of purchasing and developing the Property, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer(s).

1. THE TOWN

The Town of Rutland is located at the geographical center of the Commonwealth, about 10 miles northwest of Worcester, about 8 miles from Routes 190/290, and about 10 minutes from the Worcester Airport. Rutland is located 60 miles west of Boston and is primarily a residential community.

2. THE PROPERTY

The Property, located at 86 Maple Avenue, Rutland, is shown as "Lot A" on a plan of land entitled "Subdivision Plan of Land in Rutland Massachusetts", dated August 17, 1992, prepared by Allen & Major Associates, and recorded with the Worcester South District Registry of Deeds in Plan Book 662, Plan 52 (the "Plan"), and described in a deed from the Commonwealth of Massachusetts to the RDIC

recorded in Book 48808, Page 312. Copies of the plan and the deed are attached hereto as Exhibit B and Exhibit C and incorporated herein.

The Property is the site of the former Rutland Heights State Hospital and contains 88 acres, more or less, and is bordered by residential property and businesses. The Property is currently vacant, has some predominantly flat areas near the entrance of the Property. There is a pond and brook areas within the Property, and some steeply sloped areas. The Property benefits from extensive utility services available for the development of the Property, and is one of the best locations for the development of a business or industrial park.

The Property, including any and all improvements thereon, shall be conveyed in its “**AS-IS**” **condition**, without any representations or warranties of any kind whatsoever. The Town shall have no obligation to make any repairs or improvements to the Property.

3. OBJECTIVES; MASTER PLAN

The Town seeks proposals for the development of Property for the economic revitalization of the Town of Rutland and the region by encouraging projects designed to maximize the economic benefit of the Town by creating jobs, diversifying the Town’s tax base (which is primarily residential), creating economic activities, and/or other means, with minimal impact on Town resources (the “Project”). The Property is an ideal site for a business or industrial park.

4. RESTRICTIONS ON FUTURE USE

A. Master Plan: To achieve the Town’s stated goals of creating economic activity and opportunities, the Act imposes restrictions on the future use of the Property such that all uses of the Property or any portion thereof must be consistent with the Master Plan as amended, a copy of which is attached hereto as Exhibit A. All proposed developers are instructed to review these documents.

B. Zoning Regulations/Permitting: All uses must conform to the Heights Planned Development District zoning district, set forth in Article V of the Town of Rutland Zoning Bylaws, and any other general and zoning bylaws and regulations applicable to the developer’s proposed project. The selected developer(s) shall bear all costs of permitting, engineering and design, construction, operation and continuing maintenance of the proposed development, and shall pay all legal costs incurred by the Town in connection with this transaction.

C. Restrictions: The Property (or any portion thereof) will be conveyed subject to a deed restriction, or leased subject to a provision, requiring compliance with the Master Plan. The Property, or portion thereof to be purchased by the developer, will be conveyed subject also to a Land Development Agreement to ensure that the developer constructs the Property in compliance with the Master Plan and the Heights Planned Development District Site Plan approval. If the Property (or any portion thereof) is leased, the terms of the Land Development Agreement will be included in the Lease Agreement.

5. PROPOSAL PROCESS AND SCHEDULE OF EVENTS

A. Availability of RFP Packages: Copies of this RFP are available at the Office of the Chief Procurement Officer, 246 Main Street, Rutland, MA 01543, between the hours of 8:00 a.m. and 4:30

p.m. on Mondays, Wednesdays, and Thursdays, and from 8:00 a.m. to 7:00 p.m. on Tuesdays (holidays excepted) by telephone (508) 886-4131 and by email: mnicholson@townofrutland.org .

B. Questions: Developers are advised that any and all questions regarding the RFP, its terms and or conditions must be submitted in writing addressed to the Chief Procurement Officer, Rutland Town Hall, 246 Main Street, Rutland, MA 01543, email mnicholson@townofrutland.org. **All such inquiries must be received by the Chief Procurement Officer by 4:00 p.m. on May 25th, 2020.** No verbal response to any inquiry posed by a proposer shall be binding on the Town. If the Town determines to respond to any questions submitted by the deadline or to amend the RFP in response thereto, the Town will do so in the form of an Addendum to the RFP, which will be sent by e-mail to all persons on record as having received the RFP and provided an email address. Notwithstanding the foregoing, it is the RFP developer's responsibility to ensure that it has obtained all RFP Addenda issued prior to the submission deadline.

C. Pre-Proposal Conference and Site Visit: A pre-proposal conference will be held in the Office of the Chief Procurement Officer, 246 Main Street, Rutland, MA 01543 at 9:00 A.M. on May 11, 2020 to respond to any questions concerning the RFP, as requested by those submitting proposals. A site visit is scheduled after the conclusion of the conference. Proposers are advised to do their own due diligence, and that neither the Town nor any of its agents or representatives is responsible for representations made regarding the site view or pre-submittal meeting.

D. Submission of Proposals: One original and five (5) copies of the Proposal Package must be received by the Town at the Office of the Chief Procurement Officer, 246 Main Street, Rutland, MA 01543 on or before 12:00 p.m. on May 27, 2020. Each Proposal Package shall consist of (i) the Price Proposal Form, which must be included in a separate sealed envelope and labeled "Rutland Heights Price Proposal", and (ii) the Development Proposal, including the Property Identification Form, which must be included in a separate sealed envelope. The Proposal Package shall be submitted in a sealed envelope clearly marked "Rutland Heights Proposal for Purchase of Property" with the developer's name and address.

E. Withdrawal; Effectiveness. Proposals may be withdrawn upon written request to the Chief Procurement Officer prior to the submission deadline. After the date scheduled for the opening of the proposals, proposals shall not be modified, amended or withdrawn for a period of one hundred and fifty (150) days.

6. SUBMISSION REQUIREMENTS

Parties interested in responding to this RFP are invited to submit a proposal in accordance with the following terms and conditions. With submission of a response to this RFP, the proposer acknowledges that he or she has read and understands the requirements and conditions herein. Failure to meet the submittal requirements may be sufficient cause to reject a proposal.

All proposals must include the following materials:

A. Cover Letter; References. A letter signed by the principal(s) of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and name of the purchaser of the Property (if other than proposer), and the name, address and contact information of all interested parties. At least three (3) references shall be included.

B. Property Identification. Each proposer must identify whether the developer intends to purchase or lease the entire Property. If a proposer intends to purchase/lease a portion of the Property, the proposer must describe the portion of the Property to be purchased/leased, show the portion on a sketch or development plan, and state the approximate size of the portion (form attached).

C. Price/Rent Proposal. Developers must insert the price or rent offered for the Property by filling in the blank spaces in the Price/Rent Proposal Form in both words and figures (form attached).

D. Proposal Security. Proposal security in the form of a certified check or cashier's check payable to the "Town of Rutland" in the amount of \$10,000.00 must be included the Proposal Package. The proposal security of parties not selected will be returned within a reasonable time after the date of an award. Proposal packages which fail to include this security, or those of responding parties who fail to provide the aforementioned security by the submission deadline, will be rejected as non-responsive. In the event that the successful proposer and the Town fail to enter into the LDA within thirty (30) days of the date of the award of the sale or lease or such other date as the Town may agree to, the Town shall retain the proposal security. Otherwise, the proposal security shall be credited to the purchase price or rent, as set forth in the LDA.

E. Required Forms. Proposers are required to fill out and sign Forms 1 through 4 attached hereto:

- Form A, *Certificate of Non-Collusion*: required under G.L. c. 30B, §10, in which the proposer states that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal signed and dated by the proposer.
- Form B, *Certificate of Tax Compliance*: required under G.L. c. 62C, §49A, in which the developer certifies that he or she has complied with all laws of the Commonwealth of Massachusetts relating to taxes.
- Form C, *Certificate of Authority*: in which the proposer, if an entity, identifies the names and addresses of the managers, directors, officers, and/or other parties authorized to act on behalf of the entity.
- Form D, *Real Property Disclosure Statement*: required under G.L. c. 7C, §38, in which the developer identifies the parties that will have an interest in the Property and whether any such party is a state or local employee.

F. Financing Information and, if applicable, Loan Commitment. Each proposer must provide evidence of the proposer's ability to meet the financial obligations of the acquisition of the Property and the development of the Property for the proposer's proposed project, including a pro forma for the project. Financial statements and background information must be attached to the proposal. If a proposer intends to purchase Property with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in its proposal package, a pre-approval or commitment letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. If the proposer

intends to lease the Property, the proposer must submit pre-approval or commitment letter from an institutional lender acknowledging that the proposer has sufficient final resources to undertake the development of the Property. If the proposer provides a pre-approval letter, the proposer must deliver a firm letter of commitment to the Town within seven (7) days from the date of the parties enter into a LDA or thirty (30) days from the date the successful proposer is awarded the bid.

G. Development Plan; Closing Date. Each proposer must submit narrative on the proposer's proposed use of the Property, the impact of the proposer's use of the Property on Town infrastructure, including water, sewer, drainage, parking, public safety, and roads, and the economic benefit to the Town in tax revenue and in local job creation, as discussed more fully in Section 8 (Proposal Content) below.

H. Other. The proposer should include in this section any other information which the proposer believes the Town should know in order to fully evaluate the proposal.

8. PROPOSAL CONTENT

A. Proposer's Qualifications

The proposal will contain information on the following items.

1. *Corporate History and Structure and Development Team.* The proposer's name, including corporate name, if applicable, and the identity of all the parties that make up the development team, including, without limitation, the developers, designers, engineers, builders, and/or attorneys, with the qualifications of key personnel attached to the proposal. The developer will provide a certified corporate vote or other certification of authority to submit its proposal.
2. *Development Experience.* Ideally, the developer will have at least five (5) years of experience in the design, construction and operation of developments similar to the proposed use of the Property. The developer will provide information on similar developments undertaken by them over the said five (5)-year period and specify the current status of each such development and the proposer's contractual responsibilities for each development. The developer should identify references, particularly local municipal officials and/or state regulatory officials with knowledge of each development, so that the Town may contact to discuss the developer's past and ongoing operations.
3. *Compliance Record.* Each developer will provide a summary and current status, any outstanding or past consent orders, administrative orders, penalties, legal proceedings or other litigation related to any projects it has been involved with in the past five (5) years.

B. Proposed Use and Development Description; Compatibility with Neighborhood

The developer's proposal will describe the proposed development in terms of the proposed use of the Property and the buildings and/or other improvements proposed to be constructed thereon. The proposer will indicate if he or she intends to retain title to the improvements constructed on the land, or in the alternative intends to sell or lease the land and/or the improvements to others. An anticipated timeline for the permitting process for the proposed development should also be included.

The developer's proposal will also describe the design of the proposed improvements, the project's compatibility with surrounding structures and uses.

C. Sketch Plan and Preliminary Concept Plan

The proposer will submit a sketch plan, showing the location and size for the site to be purchased in reasonable detail, and, if available, preliminary concept plans showing the project layout and overall development scheme, it being understood that the successful proposer will provide detailed concept plans and site plans for approvals in the Heights Planned Development District.

D. Development Impact Analysis

The proposer will provide a brief review of the positive and/or negative impacts that the proposal will have on the Town of Rutland and describe potential mitigation measures that will alleviate the negative impacts to the Town, such as impacts on water resources (such as water withdrawals or stormwater/wastewater management), traffic (such as whether there is any need to upgrade existing Town ways providing access to the Property and the extent to which the developer will assume such costs), and municipal infrastructure (such as impacts to public safety, public utilities such as water and sewer, and impact on Town services).

E. Financial Benefits; Public Benefits

The developer will discuss the indirect financial benefits of the proposal, including, without limitation, how the proposed development of the Property will enhance the Town's revenues on a continuing basis through impact on the local property tax base and job creation.; job creation; other community benefits of both a monetary and non-monetary nature to be provided by the developer.

In addition to financial benefits, the proposer needs to discuss the public benefits of the proposal, such as community benefits of a monetary or non-monetary nature, such as whether the project will provide services for the benefit of the public (such as day care centers and hospitals), and/or public improvements such as parks, infrastructure and streetscape improvements.

F. Permitting Strategy/Schedule

The developer will include a proposed project timeline from award of the sale/lease to project build-out, particularly identifying the anticipated start and end date for the project permitting process and project build-out. The proposal should include a list of anticipated required permits and approvals for the proposed use.

9. EVALUATION CRITERIA

A. Minimum Threshold Criteria

Proposals will be reviewed to determine if each submission contains all required forms and certifications, as well as a complete description of the proposed development including all the categories of information outlined above under the heading of “Proposal Content”. Any proposal found to be lacking in any respect may be considered non-responsive, unless so waived by the Town, and may be rejected and given no further consideration during the evaluation process.

B. Comparative Evaluation Criteria

Each proposal meeting the Minimum Threshold Criteria will be evaluated and rated on the basis of the following Comparative evaluation criteria. Where qualitative distinctions are appropriate to draw among proposals within the same tier, the evaluators will utilize the following numerical designations to assist with drawing those qualitative distinctions (with the higher number representing the higher qualitative evaluation on that criterion): **Highly Advantageous** (10 through 8); **Advantageous** (7 through 5), **Passable/Not Advantageous** (4 through 3) and **Unacceptable** (2-0).

(1) **Proposed Development of Property, Public Benefit.** The Town will consider the proposer’s proposed use of the Property, whether such use is consistent with the Master Plan, compatible with neighborhood uses and structures, and provides public benefits, including public improvements.

- Highly Advantageous - Development is consistent with Master Plan, provides substantial public benefits, including public improvements, and is compatible with surrounding uses and structures
- Advantageous - Development is consistent with Master Plan, provides some public benefits and/or improvements, and is compatible with surrounding uses and structures
- Least Advantageous – Development is not consistent with the Master Plan, does not provide public benefits or improvements, and is not compatible with surrounding uses and/or structures
- Unacceptable – Development is not consistent with Master Plan, does not provide public benefits or improvements, and has a detrimental effect on surrounding uses and/or structures

(2) **Indirect Economic Benefits.** The Town will consider the indirect economic benefits provided by the proposed development, in terms of increased tax revenue, job creation, and other benefits.

- Highly Advantageous - Project will have a direct economic benefit by generating high taxable revenue, creating a large number of jobs, and paying high salaries
- Advantageous - Project will have a direct economic benefit by generating taxable revenue, creating some jobs, and paying reasonable salaries
- Least Advantageous - Project will not provide an economic benefit in terms of generating tax revenue, will not result in job creation
- Unacceptable - Project will have negative economic benefit in terms of decreasing property values and/or inhibiting job creation

(3) **Developer Qualifications and Experience.** The Town will review whether the developer is qualified, has an experienced project team (including developer, designers, engineers, builder) with (a) experience with comparable projects, (b) a record of successfully completing such projects on schedule and within budget, and (c) qualified principals and senior staff assigned to the project team based on the resumes and references provided.

- Highly Advantageous - Development team has more than five (5) years of experience in the design, construction, and operation of similar developments, has worked with municipalities previously, successfully completed comparable projects, and has very positive reputation and references
- Advantageous - Development team has three (3) or more years of experience in the design, construction, and operation of similar developments, has worked with municipalities, has successfully completed comparable projects, and has a good reputation and references
- Least Advantageous - Development team has fewer than three (3) years of experience in the design, construction, and operation of similar developments, has not worked with municipalities or successfully completed similar projects, and/or does not receive positive references and/or has a negative reputation
- Unacceptable - Development team is not experienced, has not worked with municipalities, failed to complete projects, and did not provide references or have a good reputation

(4) **Developer's Financial Resources.** The Town will evaluate if the developer has the financial wherewithal to purchase or lease the Property and to undertake the development of the Property, including the proposer's financial strength, committed financial partners and demonstrated capacity to undertake and complete the Project

- Highly Advantageous – The project is not dependent on financing and developer provides financial records stating that developer has sufficient assets to purchase or lease property and develop project
- Advantageous - Project is contingent on financing, but developer has obtained firm commitments or preliminary approval letters from institutional lenders to provide financing sufficient to purchase or lease the property and develop the project
- Least Advantageous – Project is contingent on financing, but developer has not provided any letters of interest from institutional lenders, or the amount of financing is not sufficient to purchase or lease the property and/or develop the project
- Unacceptable – Project is contingent on financing, but developer has not provided any evidence of obtaining financing

(5) **Proposed Development Schedule.** The evaluators will rate proposals based on whether the proposer incorporates an expedited and achievable critical path time schedule for the development of the Property for the permitted uses.

- Most Advantageous - Proposal illustrates the development team's ability to complete the project within 2 years of executing a purchase and sale/lease agreement and incorporates a commitment to do the same, depending on the nature and extent of the development

- Advantageous - Proposal illustrates the development team's ability to complete the project within 3 years of executing a purchase and sale/lease agreement, depending on the nature and extent of the development
- Least Advantageous – Proposal does not illustrate the development team's ability to complete the project within 4 years of executing the purchase and sale/lease agreement, depending on the nature and extent of the development
- Unacceptable – Information provided is not sufficient to make a determination

(6) Implementation Strategy.

- Most Advantageous - Proposer will complete all phases of the development process, including construction and leasing/sales
- Advantageous - Proposer will sell entitled development sites within the Property to site developers and demonstrates past examples where they have completed projects using this approach
- Least Advantageous – Proposer proposes to sell entitled development sites within the Property to site developers but does not provide past examples where they have completed projects using this approach
- Unacceptable – Proposal does not describe the proposed implementation strategy

(1) *Interviews (If Conducted)*. If the evaluators interview the proposers, they will assess if the project team in attendance demonstrates professional team leadership, detailed knowledge of the RFP requirements and the Property, and a sound and proven strategy and methodology for overcoming impediments and achieving success on the proposed project.

Preliminary Ranking

After evaluating all proposals on the foregoing factors, the Town will arrive at a preliminary recommended ranking of the proposals relative to the other proposals based upon the above criteria. A proposal which achieves “Highly Advantageous” and/or “Advantageous” rankings in several categories will not necessarily be disqualified simply because it received a Passable/Not Advantageous or an “Unacceptable” ranking in one or more other categories if, in the judgment of the evaluators, the proposal on the whole is “Advantageous” or “Highly Advantageous” to the Town.

Total Financial Benefits to the Town

After completing the preliminary recommended ranking of the proposals relative to each other as above, the Town will open all Price/Rent Proposals, rank the proposals in order based on price or leased value, anticipated local real estate tax revenues, and other financial benefits to the Town, and calculate the total financial benefits to the Town from each proposal. The total financial benefits to the Town alone will not be the determining factor for the award of the RFP to an RFP proposer.

Final Ranking

After arriving at the price/financial benefit rankings, the Town will arrive at a final recommended ranking of the proposals relative to the other proposals taking price into account. All other things being equal, the evaluators may increase the ranking of a proposal that is Highly Advantageous on price and decrease the ranking of a proposal that is Unacceptable on price.

The Town, in its sole discretion, will make an award to the developer whose overall development proposal offers the most beneficial/advantageous use of the Property, by comparing: ability to timely complete the project, the anticipated economic development benefits and public benefits of the proposal, the experience, capacity and capability of the proposer, the design of the project, the impact on adjacent land, the environment and the overall character of the Town, and consistency of project with intent of Master Plan. The Town will not be required to award the sale of the Property to the developer offering the highest compensation.

If the successful developer fails to execute the LDA provided by to the Town within thirty (30) days from the date of the selected developer's receipt of a notice of award, the Town reserves the right to rescind the award and to award the sale to another developer, or to determine not to make an award. The Town reserves the right to reject any and all proposals, or to cancel this RFP. The Town reserves the right to accept more than one proposal if each relates to different portions of the Property.

9. AWARD, TERMS AND CONDITIONS OF SALE/LEASE

The Property will be awarded to the proposer selected in accordance with Section 8 above. The Town will send a letter to the successful proposer, informing the proposer of such award.

The Town ("Seller") and the selected proposer ("Buyer") will, within thirty (30) days of date of the award, enter into a Land Disposition Agreement ("LDA") **materially on the same terms** as those set forth in the LDA provided by the Town to Seller with the award letter. In the event the successful proposer fails to enter into the LDA with the Town within said thirty (45)-day period, the Town may rescind the award and retain any proposal security as liquidated damages.

A. Buyer will be granted the opportunity to inspect the Property for the purpose of conducting its due diligence, and has the right to terminate the LDA if Buyer is not satisfied with the condition of Property by written notice given to Seller no later than 4:00 p.m. on the date that is sixty (60) days from the date of the LDA (the "Inspection Period"). Buyer shall carry or require persons entering the Property to carry insurance, and to provide written evidence of insurance prior to entering the Property (which shall include at least \$1 million per occurrence and \$2 million in the aggregate in commercial general liability coverage, at least \$500,000 in automobile liability insurance, and worker's compensation insurance, as applicable, in statutory amounts, and shall name Seller as an additional insured for commercial general and automobile liability, which insurance shall be written on a carrier licensed in the Commonwealth of Massachusetts). Buyer and others entering onto the Property by or through Buyer, including agents, representatives, employees and/or consultants, assume all risks associated with accessing the Property and prior to entry on the Property all such persons shall agree in writing to such assumption of risk and shall indemnify, defend and hold harmless Seller from and against all actions, suits, claims, liabilities, losses, damages, and costs, including reasonable attorney's fees and costs ("Claims"), arising from (x) personal injury and death caused or suffered by them, on or about the Property in the exercise of their entry thereon pursuant to the access rights granted hereunder, and (y) property damage to the Property caused by such entry, provided same is not due to the gross negligence of the Seller or Seller's agents, such written agreements to be a form provided by Seller.

B. If a sale, the closing will occur within thirty (30) days from the expiration of the Inspection Period (the "Date of Performance"). The Lease Agreement shall be substantially on the same terms as set forth in the Lease Agreement provided by Seller, and shall be entered into by the parties on or before the Date of performance.

C. At time of execution of the LDA, Buyer shall pay to Seller (a) if a sale, a deposit that, with the \$10,000 proposal security paid with the submission of the proposal, will equal ten percent (10%) of the purchase price, or (b) if a lease, a fee equal to at least two months' rent (or such higher or lower amount determined by the Town). The deposit or fee submitted by Buyer shall be held in escrow by the Treasurer of the Town of Rutland in a non-interest bearing account, and shall be duly accounted for at the time for performance of the LDA. In the event that Buyer fails to fulfill its obligation to purchase or lease the Property on or before the Date of Performance, the Town shall retain the deposit or fee as liquidated damages. In the event of any disagreement between the parties, the escrow agent may retain all deposits/fees made under the LDA pending instructions mutually given by the Town and Buyer.

D. If the acquisition of the Property is financed by a lending institution, Buyer must deliver a firm letter of commitment to the Town within seven (7) days from the date the LDA is fully executed.

E. The Seller's obligation to convey or lease the Property to the Buyer will be contingent on (i) Buyer obtaining all the financing in an amount sufficient in Seller's reasonable determination to acquire the Property and to undertake and complete Buyer's proposed project, and Buyer must close on such financing on or before the Date of Performance, and (ii) Buyer having obtained all the permits, approvals and licenses necessary for the construction, development and operation of Buyer's project.

F. If a lease, the Property will be leased subject to an absolute triple net lease, such that any and all costs, expenses and obligations of any kind relating to the Property, including without limitation all construction, alterations, maintenance, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the term of the Lease Agreement, shall be paid by Buyer at Buyer's sole cost and expense. All payments of rent shall be absolutely net to the Seller so that the Lease shall yield to the Seller the Rent therein specified in each year during the Term of the Lease free of any taxes, assessments, charges, fees, impositions or deductions of any kind charged, assessed or imposed on or against the Property, for which Buyer shall bear the sole responsibility. Seller shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Property or be under any obligation or liability thereunder.

G. No broker's commission will be paid by the Town, and Buyer shall indemnify and hold harmless the Town from any claims for such commission.

H. If a sale, a payment in lieu of taxes must be paid in accordance with G.L. c. 44, §63A as of the day of performance of the LDA and the net amount thereof will be added to the purchase price payable by Buyer at the time of delivery of the deed. Buyer will pay the monetary consideration for the Property by certified, treasurer's, or bank check or by wire transfer. If a lease, Buyer shall pay such taxes as are assessed by the levying authority.

I. If Buyer exercises its termination right on or before the expiration of the Inspection Period, then the deposit or fee (minus the \$10,000 binder paid to the town) will be refunded to Buyer

and LDA shall be void and without further recourse to the parties. If Buyer does not timely so terminate the LDA then Buyer shall be deemed to have accepted the Property and its condition “AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS WHETHER LATENT OR APPARENT” as of the expiration of the Inspection Period. Buyer, by accepting a deed to the Property or entering into the Lease Agreement, as the case may be, shall be deemed to have forever released Seller and Seller’s heirs, successors and assigns, from all responsibility and liability whatsoever under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sections 9601 et seq.), as amended (“CERCLA”), and M.G.L. c.21E as amended (“Chapter 21E”), and to have irrevocably waived any and all rights to bring any claim, complaint, action or proceeding against Seller and Seller’s heirs, successors and assigns, whether under federal, state or local statutory law, regulatory law, or common law, including but not limited to rights under one or more of CERCLA or Chapter 21E, concerning the physical characteristics and conditions of, impacting, or emanating from the Property, including without limitation any release or oil or hazardous materials except those caused by Seller and first occurring after such effective date of such release and waiver, and such acceptance of condition and release and waiver will survive closing.

J. In the event that the Town defaults under the LDAS, Buyer will be entitled to terminate the LDA and receive a refund of the deposit or fee (including the \$10,000 binder). The foregoing shall be Buyer’s sole and exclusive remedy at law and equity for any breach of the LDA by the Town.

K. The purchase or lease of the Property shall not be contingent on the sale or lease of any other property.

L. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in the LDA, except for the following additional warranties and representations, if any, made by the Town: **NONE**.

M. In the event that the proposer’s obligations under the LDA are contingent on financing, permitting, inspection and/or other contingencies, the Town will have the right to set forth deadlines by which some or all of the contingencies must be met, depending on when the closing is to occur and other factors.

N. The Property will be conveyed subject to the restrictions set forth in a Land Development Agreement (the “Development Agreement”) that will govern the construction of improvements on the Property, the use of the Property, and the milestones that the successful developer must meet to develop the Property in accordance with the Master Plan.

10. INSTRUCTIONS TO BIDDERS

A. At the time of the opening of bids each proposer will be presumed to have inspected the Property and to have read and be thoroughly familiar with this RFP (including all addenda). The failure or omission of any proposer to examine any form, addenda, instrument, or document will in no way relieve any proposer from any obligation to comply with this RFP.

B. 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.

C. Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of Proposals by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline listed above.

D. Proposals cannot be withdrawn for a period of one hundred fifty (150) calendar days after the opening of the proposals. All proposals must remain open and available for acceptance by the Town during the aforesaid 150-day period, or until the Property has been sold or this RFP is cancelled, whichever occurs first.

E. All proposals submitted to the Town must include all forms included within the contents of this 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.

F. All signatures must be handwritten and in ink by the person(s) seeking to purchase the Property. All other words and figures submitted on the proposal will be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alteration, or irregularities may be rejected.

G. Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Town reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Town may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before the Town. Failure to comply with this request will result in a rejection of the proposal at issue. The right to an interview does not automatically extend to all whose proposals are accepted for review, but is granted in the sole discretion of the Town.

H. Following the interviews and the receipt of any additional information requested of the proposers by the Town, if any, proposals will be evaluated and rated by the Town according to the comparative evaluation criteria set forth in this RFP. The Town will select the most advantageous proposal, taking into consideration all of the evaluation criteria set forth in this RFP. The Town will notify all proposers in writing of its decision.

I. The proposer selected by the Town will be given exclusive rights to negotiate with the Town the terms of the LDA of the Property. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, it its sole discretion, then the Town may choose to terminate said negotiations. The Town may select another proposer with whom to initiate negotiations.

J. The Town reserves the right to waive any formality in any proposal submission, reject any or all proposals or select any offer deemed to be in the best interests of the Town as determined hereunder. A developer may correct, modify, or withdraw a previously submitted proposal by written notice received by the Town at the address indicated above prior to the time and date for the opening of proposals. Proposal modifications must be submitted in a sealed envelope clearly marked, with the bidder's name and address and the bid title "Rutland Heights Proposal for Purchase of Property – Modification No. _____".

K. The Town will determine the offer that is the most advantageous to the Town in its sole discretion and reserves the right to award the purchase on the basis of the evaluation of the non-monetary characteristics of a proposal as well as the compensation offered to the Town. The Town will not be required to make the award to the developer offering the highest payment to the Town.

L. The selection of the proposer will be made without regard to race, color, sex, age, religion, political affiliation, or national origin.

641368.2/RULT/0001

RUTLAND DEVELOPMENT AND INDUSTRIAL COMMISSION

REQUEST FOR PROPOSALS (RFP)

**SALE OR LEASE OF LAND AT 86 MAPLE AVENUE, RUTLAND, MA
FOR ECONOMIC REVITALIZATION**

Property Identification Form

PROPERTY

Please identify if you intend to purchase all of the Property or a portion of the Property. If a portion of the Property, please include sketch plan showing the proposed located of the parcel proposed to be purchased by the developer and the approximate size.

ALL: _____ Yes; _____ No

Portion: _____ and
containing _____ acres, for more less.

Plan attached: _____ Yes; _____ No

Any Other Relevant Information:

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

641368/RULT/0001

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

RUTLAND DEVELOPMENT AND INDUSTRIAL COMMISSION

REQUEST FOR PROPOSALS (RFP)

**SALE OR LEASE OF LAND AT 86 MAPLE AVENUE, RUTLAND, MA
FOR ECONOMIC REVITALIZATION**

Price / Rent Proposal Form

PRICE/RENT

Please write your proposal offer:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

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.

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

641368/RULT/0001

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

RUTLAND DEVELOPMENT AND INDUSTRIAL COMMISSION

REQUEST FOR PROPOSALS (RFP)

**SALE OR LEASE OF LAND AT 86 MAPLE AVENUE, RUTLAND, MA
FOR ECONOMIC REVITALIZATION**

FORM A

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: _____

641368/RULT/0001

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

RUTLAND DEVELOPMENT AND INDUSTRIAL COMMISSION

REQUEST FOR PROPOSALS (RFP)

**SALE OF LAND AT 86 MAPLE AVENUE, RUTLAND, MA
FOR ECONOMIC REVITALIZATION**

FORM B

Certificate of Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

641368/RULT/0001

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

RUTLAND DEVELOPMENT AND INDUSTRIAL COMMISSION

REQUEST FOR PROPOSALS (RFP)

**SALE OF LAND AT 86 MAPLE AVENUE, RUTLAND, MA
FOR ECONOMIC REVITALIZATION**

FORM C

Certificate of Authority

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of corporation give names of President and Treasurer; in case of limited liability companies give names of Managers and Members; and in case of firms/partnerships give names of the individual members/partners.)

NAMES	ADDRESSES	ZIP CODE
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Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner:

Business:

Business Address:

 Zip Code:

 Telephone No. #

Home:

(2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
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<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Address:

 Zip Code:

 Telephone No. #

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____

Address: _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

Zip Code: _____ Telephone No. _____

(4) If a Limited Liability Company

Full Legal Name: _____

State of Registration: _____

Address: _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

Zip Code: _____ Telephone No. _____

(5) If a Trust

Full Legal Name of Trust: _____

Recording Information on Declaration of Trust: _____

Authorized Signature of Proponent: _____

Title: _____

Date: _____

641368/RULT/0001

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

RUTLAND DEVELOPMENT AND INDUSTRIAL COMMISSION

REQUEST FOR PROPOSALS (RFP)

**SALE OF LAND AT 86 MAPLE AVENUE, RUTLAND, MA
FOR ECONOMIC REVITALIZATION**

FORM D

**DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY
CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38**

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: All or a portion of the property located at 86 Maple Avenue, Rutland, shown as "Lot A" on a plan of land entitled "Subdivision Plan of Land in Rutland Massachusetts", dated August 17, 1992, prepared by Allen & Major Associates, and recorded with the Worcester South District Registry of Deeds in Plan Book 662, Plan 52 (the "Plan"), and described in a deed from the Commonwealth of Massachusetts to the RDIC recorded in Book 48808, Page 312.
- (2) Type of Transaction, Agreement, or Document: Sale or Lease of land by the Town of Rutland, acting by and through its Development and Industrial Commission
- (3) Public Agency Participating in Transaction: Town of Rutland
- (4) Disclosing Party's Name and Type of Entity (if not an individual):
- (5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Seller X Buyer/Buyer/Lessee
____ Seller/Grantor _____ Buyer/Grantee
____ Other (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, Buyer, 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 Buyer'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 (mm / dd / yyyy)

Print Name & Title of Authorized Signer

641368/RULT/0001

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