

Department of Planning and Development, City of Newton, Massachusetts

REQUEST FOR PROPOSALS:

Sale of Municipal Property at

160 R Stanton Avenue, Newton, Massachusetts

RFP #18-17 Proposal Opening Date: October 5, 2017 at 10:00 a.m.

Pre-Proposal Meeting: September 21, 2017 at 10:00 a.m.



August 2017
Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

REQUEST FOR PROPOSAL #18-17

160 R STANTON AVENUE

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CITY OF NEWTON

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS #18-17

This City of Newton Request For Proposals (RFP) invites sealed proposals in accordance with M.G.L. c.30B, §16 from real property developers (Developers) for

**SALE OF MUNICIPAL PROPERTY:
160 R Stanton Avenue, Newton, Massachusetts**

**Pre-Bid Meeting at: 10:00 a.m., Thursday, September 21, 2017 at
160R Stanton Avenue, Newton, MA**

Proposals will be received until: **10:00 a.m., Thursday, October 5, 2017**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. The pre-bid meeting is NOT mandatory. Proposals will not be accepted nor may submitted proposals be corrected, modified or withdrawn after the deadline for submission. Immediately following the deadline for submission, the City shall prepare and publish a list of all proposals submitted.

Documents associated with this RFP (Contract Documents) will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., August 31, 2017.**

Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids . Proposers must email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #18-17) they have downloaded.

As this is an RFP, proposers shall submit (i) a technical, or non-price proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a Price Proposal.

There is no specific form for the Technical Proposal, although it should be responsive to all information requested in the RFP. The Price Proposals shall be submitted on the Price Proposal #18-17 form included in this RFP.

All proposals shall be submitted (i) for the Technical Proposal, one ORIGINAL and four (4) COPIES and (ii) for the Price Proposal, ONE COPY. In addition, a digital copy of the Technical Proposal is required.

Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discriminaton and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of Developers downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you must email the Purchasing Department (purchasing@newtonma.gov) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #18-17) has been downloaded.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all proposals, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons with disabilities requiring assistance. If you need a reasonable accommodation, please contact the City of Newton's ADA/Sec. 504 Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. The city's TTY/TDD direct line is: 617-796-1089. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read
Chief Procurement Officer
August 31, 2017

PART I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The City of Newton owns a 0.39-acre (16,900 square feet) parcel of land containing an existing water tower, located behind 160 R Stanton Avenue, Newton, Massachusetts, also known as Section 43, Block 45, Lot 33 (the “Property”). The City seeks to demolish the water tower and reuse the Property as affordable housing through the disposition and sale to a proposer (“Developer”) which will implement the redevelopment of the Property to meet the City’s various goals and needs as set forth in this RFP. Because the City wants to sell the Property to a Developer that is best able to achieve the residential uses and public benefit considered most desirable by the City, taking into account the Proposer’s price and non-price proposals, the Chief Procurement Officer has determined that this redevelopment RFP in conjunction with the disposition of an interest in real property by sale is best served by utilizing an RFP process.¹

PART II. BACKGROUND/PROJECT DESCRIPTION

Housing plays a critical role in ensuring economic security for individuals and families. The sale and disposition of 160 R Stanton Avenue capitalizes on City efforts and commitment to create a welcoming, diverse and inclusive community contributing to Newton’s overall economic growth and prosperity. Considering the significant need in Newton for affordable housing, this site holds a unique opportunity to realize significant benefits and to move the City forward in connecting Newton seniors and residents with disabilities to housing choices and supportive services. Newton’s Housing Strategy, released in June, 2016, laid out a blueprint for expanding the supply of diverse and affordable housing options throughout the City. The Housing Strategy identified more than 70 specific parcels that could potentially accommodate new housing development. Of this list, seven priority sites were recognized as being most appropriate in quickly and efficiently facilitating affordable housing development. The Stanton Avenue water tower site, the Property listed herein, is one of these sites.

The City wishes to reuse and reactivate the Property, consistent with attached City Council Board Order #360-16, while providing an opportunity to create permanently deed restricted affordable housing for low-to-moderate income persons and to promote public benefit. To these ends, the City is seeking a development proposal that, at a minimum, includes:

1. The demolition of the existing water tower within six (6) months of transfer of title to the Property, including any environmental remediation if needed, at no cost to the City other than a reduction in the purchase price;
2. A temporary and permanent site(s) for the City’s utility monitoring antenna(s) located on the existing water tower according to the needs and specifications of the Department of Public Works;
3. The construction and occupancy by May 1, 2020 of at least nine to twelve units of affordable housing that are non-age restricted and targeted toward chronically homeless individuals with disabilities;
4. Eligibility of all created housing units for listing on the Massachusetts Subsidized Housing Inventory (SHI);
5. Identification of all project partners and details a well-articulated social service plan to stabilize those nine to twelve individuals experiencing chronic homelessness and to move them towards economic self-sufficiency; and
6. An engagement plan for working with the surrounding neighborhood, abutting property owners, and appropriate City staff for the project design phase and throughout the duration of the project.

Furthermore, the proposal seeks a proposer that will work with the City and pertinent City partners, including the Continuum of Care, affordable housing advocates and similar groups, through a collaborative process that aims to create a product consistent with City values, the Newton Leads 2040 Housing Strategy, and the City of Newton and WestMetro HOME Consortium 2016-2020 Consolidated Plan.²

¹ Although the City has elected to use an RFP process, it is not its intent to follow the procedures set forth in M.G.L. c.30B, §6. This transaction is a disposition of an interest in real property subject to M.G.L. c. 30B, §16. All terms and conditions of this procurement are set forth in this RFP, which does not incorporate any provisions of M.G.L. c.30B, §6 except to the extent the same are set forth herein.

² The Newton Leads 2040 Housing Strategy and the City of Newton and WestMetro HOME Consortium 2016-2020 Consolidated Plan are available at http://www.newtonma.gov/gov/planning/housing_strategy4/housing2.asp and <http://www.newtonma.gov/gov/planning/hcd/default.asp> .

The Property consists of approximately 16,900 square foot parcel located off of Stanton Avenue, behind the Golda Meir House (see attached map). The parcel is essentially a square with the Brae Burn Golf Course abutting two sides and the Golda Meir House abutting the other two sides. The Stanton Avenue water tower once served as storage to support adequate flow for fire protection. Staff from the DPW Utilities Division and the Fire Department evaluated the necessity of maintaining the water tower at this location and determined that, with modern improvements in the water distribution system, the tower is no longer necessary. Given these factors and the Property's small size and lack of access, the site has limited usefulness for any other City purposes and/or private uses.

The Reuse process began with the Property being declared surplus and subsequently deemed unnecessary for municipal purposes. The Real Property Reuse Committee of the Newton City Council met on November 3, 2016 and made a recommended that the Property be declared available for sale or lease, waived the formation of a Joint Advisory Planning Group (JAPG), and scheduled a public hearing to receive comment on the potential reuse of the Property. Factoring in the significant site constraints mentioned above, the JAPG process designed to identify alternatives for the future use of the Property was determined to be unnecessary.

The City Council voted on April 3, 2017 to authorize the property for sale, setting the minimum price of the sale at \$500,000 less the costs of demolishing the existing water tower including any environmental remediation if needed, and relocation of the City's utility monitoring antenna. (Please see Board Order #360-16 in Attachment A.) The RFP provides details on the overall project, submission requirements, and selection criteria.

PART III. ANTICIPATED RFP SCHEDULE

RFP issued	August 31, 2017, at 10:00 a.m.
Pre-bid Meeting*	September 21, 2017 at 10:00 a.m.
Deadline for submitting questions	September 29, 2017 at 12:00 noon.
Proposals due	October 5, 2017 at 10:00 a.m.
Award of contract	TBD

***THE PREBID MEETING WILL TAKE PLACE ON SEPTMEBER 21 , 2017 AT 160 R STANTON AVENUE.** The pre-bid meeting is not mandatory.

PART IV. PROPOSAL SUBMISSION REQUIREMENTS

All proposals must be submitted in accordance with the terms and conditions of this RFP to the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, **no later than 10:00 a.m., Thursday, October 5, 2017.**

Proposals must be submitted in two separate sealed envelopes, one marked "Technical Proposal" the other marked "Price Proposal". Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal may be rejected as non-responsive.

One Original and four (4) copies of the Technical Proposal must be submitted in a sealed envelope, plainly marked:

Technical Proposal, RFP #18-17-- - "Sale of Municipal Property at 160 R Stanton Avenue" along with your company name on the front of the envelope.

In addition, a digital copy of the Technical Proposal is required.

Addenda must be acknowledged in the Technical Proposal. Any proposal without an acknowledgement on the Technical Proposal form may be rejected as non-responsive.³

One (1) signed copy of the Price Proposal must be submitted in a sealed envelope, plainly marked:

³ Addenda must also be acknowledged on the Price Proposal form.

Price Proposal, RFP #18-17__ - “Sale of Municipal Property at 160 R Stanton Avenue”
along with your company name on the front of the envelope.

Faxed proposals will not be accepted.

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award. However, a listing of proposers submitting proposals will be available online as soon as practicable after the opening at: www.newtonma.gov/bids.

Proposals may include any materials and information that the Proposer feels are necessary to satisfy as many of the recommended features of the Project description as practicable. After the opening of the Proposals, a Proposer may not correct or modify its Proposal in any manner unless in response to a written request for the City in its sole discretion.

A complete Proposal shall include the following:

- A. Transmittal letter signed by a principal(s) of the Proposer, including all contact information, which shall be the cover page of the Technical Proposal.
- B. Statement of Qualifications, which includes the following:
 - The composition and structure of the Proposer’s team that sets out all key members including the development team and proposed supportive services provider for the chronically homeless residents,
 - Resumes of key personnel on the Proposer’s team,
 - Three (3) references for each key personnel resume provided,
 - Qualifications of the Proposer’s development team as they relate directly to designing, financing, constructing and operating similar development projects.
- C. Completed References & Qualifications Form.
- D. Narrative description of the proposed project:
 - Design process and community engagement plan
- E. A draft project schedule that sets out the anticipated timeline through design, construction and occupancy.
- F. Financial Information that includes:
 - Anticipated financial and management interests in the rehabilitation project
 - Strategy for securing equity and financing
- G. Purchase price for the property.
- H. RFP security in the amount of \$5,000 (“Bid Security”). Such Security shall be payable to the City in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the Proposer abiding by the terms and conditions of this RFP. All security shall be retained until the execution and delivery of a final Purchase and Sale Agreement between the City and the Developer. .

Proposers responding to this RFP are reminded that the RFP security covers the City for damages when a Proposer withdraws its proposal after the submission date. **Be advised that to the extent permitted by law, the City will retain all RFP security for withdrawn proposals.**

Following the deadline for receipt of proposals, the Chief Procurement Officer will open the proposals and prepare a register of those Proposers submitting proposals which shall be available for public inspection. In the event that City Hall or the Purchasing Department is not open on the date or at the time the proposals are due, proposals shall be due at the same time on the next following business day that City Hall and the Purchasing Department are open.

All proposals shall remain firm for one hundred and twenty (120) calendar days after the proposal opening.

PART V. QUESTIONS/ADDENDA

QUESTIONS: Inquiries involving procedural or technical matters shall be in writing to purchasing@newtonma.gov or faxed to the Purchasing Department no later than 12:00 noon on October 2, 2017:

City of Newton, Purchasing Department
1000 Commonwealth Avenue – Room 201
Newton, MA 02459
(617) 796-1227

ADDENDA: Each Proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment(s) as the first line of their Transmittal/*Cover Page* which shall be placed as the first page of their Technical Proposal. Addenda will be posted online at www.newtonma.gov/bids and emailed to every individual or firm on record as having received the RFP. If you have downloaded the RFP from the Internet, you must make yourself or your company known to the City's Purchasing Department by emailing purchasing@newtonma.gov or faxing (617) 796-1227, your company's or your: name, address, phone and fax number and include the RFP number and project title (#18-17 160 Stanton Avenue). It is the Proposer's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. If you do not register with the City, the City cannot be responsible for assuring that you receive addenda in a timely manner. Copies of addenda will be made available at the Purchasing Department and on the City's website: www.newtonma.gov/bids.

PART VI. SELECTION PROCESS

During the selection process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in a proposal; to request "best and final" offers; to reject any and all Proposals; to terminate RFP #18-17; and/or to issue a new RFP.

Within 60 days of notification that it is the selected Proposer, the Developer will execute a Memorandum of Intent (MOI) in a form substantially similar to that in **Attachment D**. Within 90 days of the execution of the MOI, the parties shall negotiate the terms of a Purchase and Sale Agreement (P&S) and submit the following to the City unless such date is extended by mutual agreement:

- Purchase and Sale Agreement approved by the City and executed by the Developer
- A signed Disclosure Statement of Beneficial Interest in accordance with M.G.L. c.7, §40J.
- Any other documents as required by the City

If the required documents are not executed and submitted to the City within the specified time, the Developer's selection will automatically expire, unless extended in writing by the City in its sole discretion.

Following expiration of the MOI, the City reserves the right to negotiate with the next most advantageous Proposer if the Developer and the City are unable to negotiate a P&S. The City shall so continue with Proposers until it executes a final P&S.

PART VII. PROPOSAL MINIMUM CRITERIA

In order to be eligible for consideration, a proposal must meet these RFP Minimum Requirements:

1. The Proposal must be a Complete Proposal as defined in Part IV above.
2. Evidence that at least one member of the Proposer's designated professional team has demonstrable experience and knowledge of design and construction issues related to development and property management.
3. Demonstrate an understanding of the unique housing/service component of the project and provide evidence that a qualified Social Service Provider has been identified, as well as a social service plan, to best stabilize those residents experiencing chronic homeless.
4. Provide three (3) satisfactory references for each member of the Proposer's designated professional team.
5. Bid Security in the amount of \$5,000.
6. Evidence of financial capacity to undertake the proposed development.
7. Certificate of Non-Collusion.
8. Attestation - Certificate of Compliance with State Tax Laws, M.G.L. c. 62C, §49.
9. Certificate of Foreign Corporation (if applicable).

PART VIII. EVALUATION OF PROPOSALS

Proposals that meet or exceed the Minimum Criteria will be evaluated by an Evaluation Committee appointed by the City and be rated on the basis of the Comparative Evaluation Criteria. To the extent that a criterion is based on the evaluation of a proposer's plan, the proposer shall provide a plan that will allow for a meaningful evaluation of that plan. The city reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to each of the four (4) Comparative Evaluation Criteria listed below. Based on these evaluation criteria ratings, a composite rating will be created by each evaluator for each Proposer. The Proposals will also be evaluated and ranked based on their financial benefit to the City.

Based on the evaluators' composite ratings for each Proposal and related Price Proposal the Director of Planning and Development will make a recommendation to the Mayor as to which proposal is most advantageous based on the composite ratings, responsiveness of the Proposal to the City's use and priorities, and financial benefits to the City. The final decision shall rest with the Mayor.

COMPARATIVE EVALUATION CRITERIA

1. *Consistency with Project Description*

Highly Advantageous: Conceptual description incorporates all of the desired attributes listed in the Project Description and the Board Orders #360-16 and 360-16(2).

Advantageous: Conceptual description includes most of the desired attributes in the Project Description and the Board Orders #360-16 and 360-16(2).

Not Advantageous: Conceptual description includes less than half of the desired attributes in the Project Description and the Board Orders #360-16 and 360-16(2).

Unacceptable: The project fails to include the desired attributes listed in the Project Description and the Board Orders #360-16 and 360-16(2).

2. *Designated Professional Team's Understanding of the Project*

Highly Advantageous: Designated professional team demonstrates a complete understanding of how best to integrate the housing/service component with City objectives.

Advantageous: Designated professional team demonstrates some knowledge of how best to integrate the housing/service component with City objectives.

Not Advantageous: Designated professional team demonstrates a limited knowledge of how best to integrate the housing/service component with City objectives.

Unacceptable: Designated professional team does not address the integration of the housing/service component with City objectives.

3. *Qualifications of the Designated Professional Team*

Highly Advantageous: Designated professional team consists of licensed and certified architects, engineer(s), contractor(s) and other design and construction professionals that together have completed one or more financially viable real estate projects of a scale and scope which meets the minimum requirements listed in the Project Description and the Board Orders #360-16 and 360-16(2).

Advantageous: Designated professional team consists of [owner, project and construction managers,] licensed and certified architects, engineer(s), contractor(s) and other design and construction professionals that have completed one or more financially viable real estate projects of a scale and scope that meets some of the minimum requirements listed in the Project Description and the Board Orders #360-16 and 360-16(2).

Not Advantageous: Designated professional team has preferred credentials in most, but not all areas of design and construction, and/or has development experience in a project of a smaller scale than that described in the Project Description and the Board Orders #360-16 and 360-16(2).

Unacceptable: Designated professional team has no prior experience with like-type projects.

4. *Project feasibility, including ability to obtain financing and meet scheduling deadlines*

Highly Advantageous: High likelihood that Proposer has the ability and the resources to complete its project in the manner proposed.

Advantageous: Reasonable likelihood that Proposer has the ability and the resources to complete its project in the manner proposed.

Not Advantageous: Not likely that Proposer has the ability and the resources to complete its project in the manner proposed.

Unacceptable: Proposer does not have the ability and the resources to complete its project in the manner proposed.

PART X. ADDITIONAL INFORMATION, INTERVIEWS, MEETINGS

The project contemplated by this RFP involves the disposition of public real property, together with construction and property management, social initiatives and negotiation of a Purchase and Sale Agreement. In submitting a Proposal, each Proposer agrees that additional information may be required, including interviews, presentations to municipal bodies, or providing additional information. Any agreement between the Developer and the City will also be of interest to the community at large, so Proposers may be obliged to make presentations and respond to questions from the general public at City-sponsored community meetings. Proposers agree that as a part of their submission they will cooperate fully in providing information and access to all interested parties on such occasion and under such circumstances as may arise.

PART XI. AWARD OF CONTRACT

The Mayor will select the designated Developer, taking into consideration the recommendations of the Evaluation Committee and the Director of Planning and Development.

PART XII. DISCLAIMER/RESERVATION OF RIGHTS

The City makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. The Property will be disposed of to the Selected Proposer in “AS-IS”, “WHERE IS” and with “ALL DEFECTS” without any representation, warranty or covenant of any kind whatsoever, and the successful Proposer shall agree to accept the Property in such condition without recourse to the City of any kind or for any reason whatsoever.

The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the Proposers submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all proposals when required to do so by applicable law.

The City reserves the right to negotiate any and all terms of the Purchase and Sale Agreement with the Developer. If such negotiations cannot be concluded successfully with the, the City may choose to negotiate the Purchase and Sale Agreement with the next most advantageous Proposer, to terminate this RFP process, or to begin a new RFP process.

Execution of a Purchase and Sale Agreement in no way constitutes satisfaction of any applicable city ordinance nor guarantees issuance of any required city permit, including any land use approval permit allowing development of the Property for the required housing.

PART XIII. DUE DILIGENCE AND M.G.L. c.21E SITE DISCLOSURE

The Proposer shall be responsible for undertaking an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals and other development and legal considerations pertaining to the Property. The City has performed no 21E investigation and makes no representations as to potential contamination. The Property is being sold in “as is” condition and the Proposer is solely responsible for any environmental remediation.

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CITY OF NEWTON
REQUEST FOR PROPOSALS
160 R Stanton Avenue
PRICE PROPOSAL FOR RFP #18-17

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to undertake the development of the 160R Stanton Avenue, Newton, Massachusetts in accordance with the terms and conditions set forth in the Proposal submitted herewith and, in addition, to and in consideration therefore to pay the City as provided below.

B. This proposal includes addenda number(s) ____, ____, ____, ____,

The proposed price is: \$_____

COMPANY:_____

D. The undersigned certifies that this offer fully complies with all of the requirements of the Request for Proposals.

E. The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing sign design or consultation work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____, 2017

(Name of Proposer)

BY: _____
(Printed Name and Title of Signatory)

(City, State Zip)

(Telephone/Fax)

(Email address)

NOTE: If the developer is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

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CITY OF NEWTON

DEVELOPER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

Pursuant to the requirements of M.G.L. c.30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____ Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

REQUEST FOR PROPOSAL #18-17

160 R STANTON AVENUE

ATTACHMENT A

Board Orders

CITY OF NEWTON
IN CITY COUNCIL

April 3, 2017

That, pursuant to Section 2-7 of the Revised Ordinances of 2012, as amended, after a public hearing and upon recommendation of the Real Property Reuse Committee through its Chair Susan Albright, it is hereby

ORDERED:

That His Honor the Mayor be and is hereby authorized to sell the land commonly known as the Stanton Avenue Water Tower site, located behind 160 Stanton Avenue, containing approximately 16,900 square feet of land, identified as Section 43, Block 45, Lot 33, in Ward 4, in a Public Use zoned district, and,

The property shall be sold, subject to the minimum financial terms and conditions as voted by the Honorable City Council as set forth as follows:

TERMS OF SALE

That the minimum price for the sale of the property shall be set at \$500,000 less the costs to the purchaser of demolishing the existing water tower within 6 months of closing in accordance with the demolition specifications provided by the Department of Public Works, including any environmental remediation if needed. In addition the purchaser shall also provide the following benefits to the City as part of the purchase price: a) provide a temporary and permanent site(s) for the City's utility monitoring antenna(s) located on the existing water tower according to the needs and specifications of the Department of Public Works; b) create permanently deed restricted affordable housing units; and c) include, at a minimum, the additional public benefits set forth in the resolution section of this Council Order. The monetary purchase price shall also be reduced by any expenses the purchaser may incur in relocating the City's monitoring antenna(s).

FURTHER BE IT RESOLVED:

1. In recognition of the significant need for affordable housing options serving Newton's growing senior population that the property be sold for the purpose of creating permanently deed restricted affordable housing that will qualify for the SHI inventory and to the extent permitted by law and regulation include a local residence preference for Newton seniors.
2. That development of the site should incorporate design practices to minimize energy use and mitigate stormwater impacts.

CITY OF NEWTON

IN CITY COUNCIL

ORDINANCE NO. A-111

June 5, 2017

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEWTON AS FOLLOWS:

Chapter 30 of the Revised Ordinances of Newton, 2012, as amended, be and is hereby amended by amending sheets of plans entitled "City of Newton, Massachusetts, amendments to Zoning Plans, adopted July 21, 1951, and the City of Newton Official Zoning Map as shown and maintained as part of the City's Geographic Information System (GIS), as amended from time to time, by changing certain boundaries from the present zoning district as described below:

Change the following described real estate now located in a Public Use District to Multi Residence 3:

Section Block Lot

Address

43-045-0033

160 R Stanton Avenue

Approved as to legal form and character:



DONNALYN LYNCH KAHN

City Solicitor

Under Suspension of Rules

Readings Waived and Adopted

18 yeas 0 nays 6 absent (Councilors, Albright, Brousal-Glaser, Ciccone, Harney, Leary, and Norton)



(SGD) DAVID A. OLSON

City Clerk

EXECUTIVE DEPARTMENT

Approved:

6.9.17

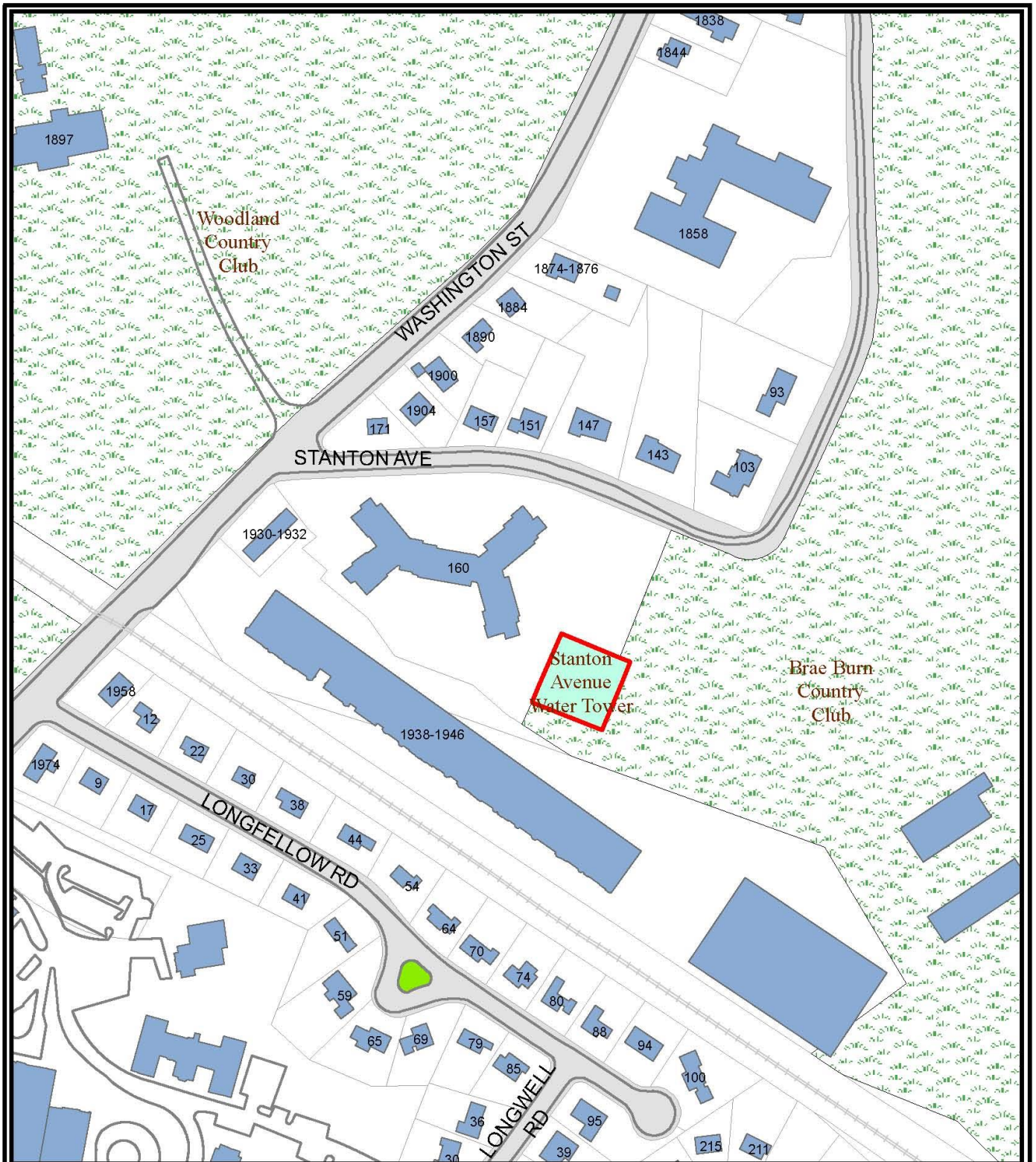


(SGD) SETTI D. WARREN

Mayor

REQUEST FOR PROPOSAL #18-17
160 R STANTON AVENUE

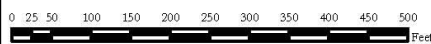
ATTACHMENT B
Map



Stanton Avenue Water Tower

City of Newton, Massachusetts

CITY OF NEWTON, MASSACHUSETTS
 Mayor - Setti D. Warren
 GIS Administrator - Douglas Greenfield



Map Date: September 20, 2016

Legend	
	Building Outlines
	Open Space
	Parks and Conservation Land
	Median or Traffic Island
	Aqueducts or State Watershed Land
	Golf Courses



The information on this map is from the Newton Geographic Information System (GIS). The City of Newton cannot guarantee the accuracy of this information. Each user of this map is responsible for determining its suitability for his or her intended purpose. City departments will not necessarily approve applications based solely on GIS data.

REQUEST FOR PROPOSAL #18-17

160 R STANTON AVENUE

ATTACHMENT C

Title/ Order of Taking Land

MAY 4 1955 4:16 REC 9 H 29 1 M 5.2.00 107765

CITY OF NEWTON
IN BOARD OF ALDERMEN
April 4, 1955

WHEREAS, in the opinion of the Board of Aldermen of the City of Newton, the public necessity and convenience require that a certain parcel of land bounded generally by PRIVATE LAND southwesterly of Stanton Avenue, herein-after more particularly described, should be taken in fee for municipal purposes, to wit: for water purposes, it is therefore

ORDERED, that the following described parcel of land be and the same is hereby taken for said municipal purposes.

DESCRIPTION OF LAND TAKEN

Beginning at a point in a line perpendicular to the southwesterly line of Stanton Avenue said perpendicular line intersecting said southwesterly line of Stanton Avenue at a point 200.00 feet southeasterly from the southeasterly tangent point of a curve of 441.85 feet radius in said southwesterly line of Stanton Avenue, said point of beginning being distant 234.00 feet southwesterly from the southwesterly line of Stanton Avenue; thence S37°55'32"W, 130.00 feet; thence N52°04'28"W, 130.00 feet; thence N 37°55'32"E, 130.00 feet; thence S52°04'28"E, 130.00 feet to the point of beginning. the last four described lines being over land of Brae Burn Country Club. Said parcel containing 16,900 square feet of land. The above described parcel of land, so far as known to the Board of Aldermen, belongs to the following named person:

Brae Burn Country Club

Said Board of Aldermen do assess and award as the damages sustained by the following person the amount set against his name:

<u>Name</u>	<u>Amount</u>
Brae Burn Country Club	\$1.00

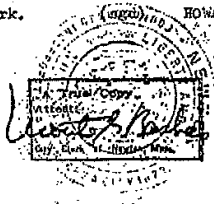
and it is further ORDERED, that the trees, fences, buildings and other structures attached to the real estate are hereby taken.

Under suspension of rules
Read twice and adopted,
19 Yeas 2 Absent

EXECUTIVE DEPARTMENT
Approved April 6, 1955

(sgd) ROYCE C. RASBAS, Clerk.

HOWARD WHITMORE, JR., Mayor.



779
SEE PLAN IN RECORD BOOK PAGE

Bk 8460Ps 559⁴⁷

MAY 4 1955 47 REC. 9 12⁰ M 1 M \$7.40
#107766

CITY OF NEWTON

IN BOARD OF ALDERMEN April 4, 1955.

WHEREAS, in the opinion of the Board of Aldermen of the CITY OF NEWTON, it is necessary for the public convenience and the public health that a water main and passage shall be laid, made, repaired and maintained through

STANTON AVENUE

from Washington Street southeasterly

and that land be taken therefor as shown on the plan signed by the City Engineer of said city, dated February 14, 1955 and recorded with the Engineering Department of said city, as plan No. 33686 and as hereinafter described, and

WHEREAS, said board has appointed a time for a public hearing and has caused a notice thereof and of its intention in the matter to be given as required by the general laws relating to town ways, and

WHEREAS, said hearing has been held, it is therefore

ORDERED, That an easement in the following described parcel of land, as shown on said plan, be and the same hereby is taken for the purpose of laying, making, repairing and maintaining said water main and passage.

DESCRIPTION OF LAND TAKEN

Beginning at a point in the southeasterly line of Washington Street distant 78.75 feet northeasterly from an angle point in said southeasterly line at land of Helen M. Kelley; thence by a curve to the left in a southwesterly, southerly and southeasterly direction of 14.56 feet radius, 35.58 feet over land of Helen M. Kelley; thence S76°30'00"E, 225.97 feet over said land of Helen M. Kelley and over lands of Orlando Calabrese and Elbie L. Calabrese and William Bresnick; thence by a curve to the right in a southeasterly direction of 481.88 feet radius, 205.43 feet over said land of William Bresnick and over lands of Richard R. MacMillan and Joseph W. Guarante; thence S52°04'28"E, 200.00 feet over said land of Joseph W. Guarante and over land of Charles Ernest Ingham and Dorothy Catherine Ingham, the last four described lines being by the northeasterly line of Stanton Avenue; thence S37°55'32"W, 40.00 feet across Stanton Avenue; thence N52°04'28"W, 200.00 feet, the last described line being parallel to and distant 40.00 feet southwesterly from the fourth described line; thence by a curve to the left in a northwesterly direction of 441.88 feet radius, 185.38 feet; thence N76°30'00"W, 312.26 feet, the last described line being parallel to and distant 40.00 feet southwesterly from the second described line, the last three described lines being by the southwesterly line of Stanton Avenue and over land of Brae Burn Country Club; thence N61°13'30"E, 22.44 feet; thence N63°30'00"E, 78.75 feet to the point of beginning, the last two described lines being across Stanton Avenue and by the southeasterly line of Washington Street.

779
PLAN IN RECORD BOOK PAGE

The following are the names of the persons whose property has been taken or who may be otherwise entitled to damages on account of the taking of the above parcel of land, so far as known to the Board of Aldermen:

Names

Brae Burn Country Club
Charles Ernest Ingham and Dorothy Catherine Ingham
Cambridge Savings Bank, Mtgeo.
Joseph W. Guaronto
Richard R. MacMillan
William Breenick
Orlando Calabrese and Elbie L. Calabrese
Mt. Vernon Co-operative Bank, Mtgeo.
Helen M. Kelley
William Guild, Mtgeo.

And said Board of Aldermen do assess and award as the damages sustained by the following persons respectively in their property by the taking of their land for the purposes of laying, making, repairing and maintaining said water main and passage the amounts severally set against their names.

Names

Amounts

Brae Burn Country Club	none
Charles Ernest Ingham and Dorothy Catherine Ingham	none
Cambridge Savings Bank, Mtgeo.	
Joseph W. Guaronto	none
Richard R. MacMillan	none
William Breenick	none
Orlando Calabrese and Elbie L. Calabrese	none
Mt. Vernon Co-operative Bank, Mtgeo.	
Helen M. Kelley	none
William Guild, Mtgeo.	

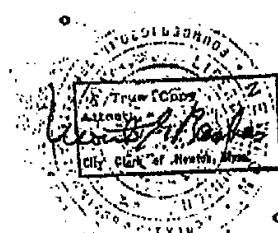
And it is further ORDERED, that the trees upon and structures affixed to said land are not taken, and that the owners of said land taken as aforesaid be allowed thirty days from the passage of this order to take off trees or structures which may obstruct the building of said water main and passage.

Under suspension of rules
Read twice and adopted,
19 Yeas 2 Absent

EXECUTIVE DEPARTMENT
Approved April 6, 1955

(sgd) NOYVE G. BASBAS, Clerk.

(sgd) HOWARD WHITMORE, JR., Mayor.



REQUEST FOR PROPOSAL #18-17

160 R STANTON AVENUE

ATTACHMENT D

Form of Memorandum of Intent

**MEMORANDUM OF INTENT
TO NEGOTIATE LAND LEASE**

This Letter of Intent (“MOI”) is made and entered into this _____ day of _____, 2017, by and between the CITY OF NEWTON (the “City”), a political subdivision of the Commonwealth of Massachusetts, with an address of Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, MA 02459, acting by and through its Mayor, but without personal liability to him, and _____, a duly organized _____, with an address of _____, (the “Designated Developer”) (together referred to as the “Parties”).

WHEREAS, the City has issued a Request for Proposal #18-17 (“RFP”) to lease as lessor a 0.39-acre (16,900 square feet) parcel of land containing an existing water tower, located behind 160 R Stanton Avenue, Newton, Massachusetts, also known as Section 43, Block 45, Lot 33 (the “Parcel”) for development as a Multi-Family Project in accordance with the Project Description contained in the RFP; and

WHEREAS, after evaluation of the Proposals submitted in response to the RFP by the Evaluation Committee and recommendation by the Committee and the Director of Planning and Development, the Mayor has determined that the Proposal submitted by the Designated Developer is the most advantageous proposal for the City; and

WHEREAS, the City and the Designated Developer recognize and acknowledge that the feasibility and scope of the Multi-Family Project proposed by the Designated Developer has not been determined to the satisfaction of the City, and the purpose of this MOI is to allow the City and the Designated Developer to undertake additional study, planning, and analysis to determine the feasibility and scope of the proposed Project and to negotiate the terms of a Land Lease for the Parcel consistent with the Proposal, including the Financial Proposal.

NOW, THEREFORE, the Parties agree as follows:

1. NEGOTIATIONS

- 1.1 Unless terminated earlier in accordance with this MOI, the period of negotiations between the Parties shall be sixty (60) days, commencing on the date of this MOI; provided, however, that the Negotiation Period may be extended as provided in this MOI.
- 1.2 Good Faith Negotiations. The City and the Designated Developer shall negotiate diligently and in good faith during the Negotiation Period toward a Land Lease (“Lease”) leasing the Parcel for a Mixed Use Project in accordance with the Project Description contained in the RFP for a sum equal to or exceeding the Financial Proposal. The Parties contemplate that the Lease will set forth the terms and conditions for the lease of the Parcel to the Designated Developer; include a conceptual description of the Project; and include the timeline within which it shall be developed. Within fourteen (14) days from the date of execution of this MOI, the Parties agree to develop a mutually agreed upon schedule for negotiation of a Lease within the Negotiation Period, including dates by which the Designated Developer shall provide the City with any submittals deemed necessary by the City for negotiation of a Lease.
- 1.3 If the terms of a mutually satisfactory Lease have not been negotiated by the Designated Developer and the City during the Negotiation Period or any agreed upon extension thereof, or if the City, acting through the Mayor in his sole discretion, declines to approve the Lease for any reason, then,

without further action, this MOI shall automatically terminate and neither Party shall have further rights or obligations to the other.

- 1.4 Exclusive Negotiations. The City shall not negotiate with any other person or entity during the Negotiation Period or any agreed upon extension thereof.

2. GOOD FAITH DEPOSIT

- 2.1 An RFP security in the amount of \$5,000 has been submitted to the City as part of the Designated Developer's Proposal. During the Negotiation Period, the RFP security shall be retained by the City, and the additional sum of \$5,000 shall be paid by the Designated Developer to the City, for a total of \$10,000, as a Good Faith Deposit without any obligation on the part of the City to pay interest thereon. If the Designated Developer and the City enter into a Lease for the Parcel, the Good Faith Deposit may be applied toward any deposit which shall be required under the Lease.
- 2.2 If the Designated Developer fails to reach agreement with the City, or the City, acting through the Mayor in his sole discretion, otherwise declines to enter into a Lease, the Good Faith Deposit shall be returned to the Designated Developer; provided, however, if, in the reasonable judgment of the Mayor, either the Designated Developer: a) failed to negotiate in good faith with the City; b) the Designated Developer failed to execute a mutually satisfactory Lease within the Negotiation Period or any agreed upon extension thereof; or 3) the City has terminated the MOI following a material default by the Designated Developer in accordance with the provisions of Section 4 herein, then the City may, in its sole discretion, retain the Good Faith Deposit. The Parties agree that it would be impractical to estimate the damages which the City may suffer in the event that the Designated Developer fails to meet its obligations herein. Therefore, the Parties do hereby agree that a reasonable estimate of the total net detriment the City would suffer in the event of the Designated Developer's default is and shall be the retention of the Good Faith Deposit as liquidated damages.

3. EFFECT OF NEGOTIATIONS

- 3.1 The Designated Developer understands and acknowledges that any Lease resulting from the negotiations arising from this MOI shall become effective only if and only after such Lease has been approved and executed by the Mayor. The Designated Developer understands that the Mayor retains the sole and absolute right to approve or not approve the sale of the Property.
If the terms of a mutually satisfactory Lease have not been negotiated by the Designated Developer and the City during the Negotiation Period, as it may be extended in writing by mutual agreement of the Parties, then, without further action, this MOI shall automatically terminate, and neither Party shall have further rights or obligations hereunder except with regard to the return or forfeiture of the Good Faith Deposit. If a mutually satisfactory Lease has been negotiated during the Negotiation Period, but has not been executed by either Party prior to the expiration of the Negotiation Period for whatever reason, then, without further action, this MOI shall automatically terminate, and neither Party shall have further rights or obligations hereunder except with regard to the return or forfeiture of the Good Faith Deposit.

4. DEFAULT AND TERMINATION

- 4.1 Time of the Essence. Time is of the essence in this Agreement. Any Party's failure to timely perform according to the terms and conditions of this MOI shall be considered a material breach of this MOI.

4.2 Notice of Material Breach. In the event that either Party fails to perform a material obligation of such Party pursuant to the terms and conditions of this MOI within the time herein specified, the other Party shall promptly give the defaulting Party notice of such default. The defaulting Party shall have a period of ten (10) calendar days from receipt of such written notice within which to cure such default, or within such additional time as may be agreed upon by the Parties.

4.3 Termination Upon Default. If the defaulting Party fails to cure any material default during the cure period described above, this MOI shall be terminated upon delivery of a written notice of termination to the defaulting Party, and thereafter neither Party shall have any further rights or obligations under this MOI, except for the City's right to either retain or refund the Good Faith Deposit as more particularly described herein.

5. LIMITATIONS

- 5.1 This MOI does not obligate the City to lease the Parcel to the Designated Developer or any other person, nor does it obligate the City to approve the Project or any other project. Any costs incurred by Designated Developer, Designated Developer's members or partners, or other members of the Project development team to comply with its obligations under this MOI or to negotiate the Lease shall be the sole responsibility of the Designated Developer, and in no event shall the City have any responsibility to pay for or reimburse the Designated Developer for any of said costs.
- 5.2 The Designated Developer understands and acknowledges that the City is subject to Massachusetts Open Meeting and Public Records laws, and that the City must make information regarding the Parcel, the Project, the Designated Developer, and this MOI available to the public upon request as required by said laws.

6. NO ASSIGNMENT

6.1 This MOI is personal to the Designated Developer and is not assignable to any other person or entity without the prior written consent of the City. Any attempt to assign this MOI or any part of the MOI without the prior written consent of the City shall constitute a breach of this MOI and shall be void and of no force and effect.

7. NOTICES

7.1 All notices under this MOI shall be sufficiently given if hand delivered, mailed by certified mail, postage prepaid, or by Federal Express delivery, addressed to:

DESIGNATED DEVELOPER:

CITY:

Written notice shall be deemed received and shall be effective upon actual receipt by the addressee.

8. GOVERNING LAW

8.1. This MOI shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this MOI has been executed by the Parties as of the date first written above.

CITY OF NEWTON

By: _____
Its: Mayor
Date: _____

Approved as to form:

By: _____
City Solicitor

DESIGNATED DEVELOPER

By: _____
Its: _____
Date: _____