

**Sale of Real Estate  
Invitation for Bids  
Town of Templeton, Massachusetts**

The Town of Templeton, Massachusetts, seeks to sell a parcel of real estate within the Town. The Subject property is located at 252 Baldwinville Road, Templeton, MA, and is identified by the Assessor's as Map 4-07, Parcel 82 and is referenced in the Worcester County Registry of Deeds, Book 46601, and Page 57.

The Subject property is located in a Commercial/Industrial A zone in close proximity to the Route 2, Exit 20 in a predominately residential area with a few commercial properties as well.

The property is comprised of a (1) story 12, 000 square foot (sf) concrete block building constructed in 1975 including, (2) loading docks and (1) drive-in 12' x 12' overhead door and is sited on 3.3 acres. It is currently divided by block walls into a main open area and a smaller office/storage room area including (2) rest rooms. There is approximately 14 feet of ceiling height in the main section of the building. According to public records the roof is covered with a tar and gravel surface. The interior appears to be in fair/good condition and there is a sprinkler system throughout the building. There are (2) 200 amp electrical panels and the building is serviced by Town water and sewer.

There is one large "modine" style heater suspended from the ceiling in the main section of the building but it is unclear as to the fuel source although it is presumed to have been propane gas.

Information is available at the Selectmen's Office, 690 Patriots Road, Templeton, MA 01468 between the hours of 8:00 a.m. and 3:00 p.m. Monday through Thursday. Site visits are by arrangement through the Selectmen's Office.

### **Proposal Submission Process:**

Written offers (*pages 8-14 of this form*) shall be submitted to the Selectmen's Office, PO Box 250, 690 Patriots Road, Templeton, MA 01468, no later than 12:00 p.m. (noon) on October 28, 2013, and will be time stamped as they are received. The Town's time stamp shall be controlling. Proposals received by the Town after the Submission Deadline will be deemed non-responsive and will be rejected. Telecopied or electronically mailed (e-mailed) proposals will be deemed non-responsive and rejected regardless of the date received. Proposers are cautioned to hand deliver their proposals. Any proposal delivered late in person, will be refused; if delivered late by mail, it will be returned to its respective sender. Timely proposals will be opened at 7:00 PM on the Submission Deadline date in the conference room, at which time only the names and addresses of proposers will be made public.

The Town will not accept any information or materials submitted after the Submission Deadline unless such information or materials are provided in response to the Town's written request for such information or materials. Proposals shall be unconditional. Prior to the Submission Deadline, proposers may correct, modify or withdraw a proposal by written notice to the Town's contact person. Prior to opening the Proposals, any person(s) needing to make changes, correct, modify or withdraw their proposal, which has already been submitted, must submit a request in writing in order to receive their Proposal. No proposer may withdraw his proposal for a period of 180 days after the date set for the opening thereof. After the opening of proposals, a proposer may not correct or modify its proposal in any manner unless in response to a written request by the Town in its sole discretion. These submission requirements will be strictly enforced. **The Templeton Board of Selectmen is the awarding authority.**

**Each proposal shall be submitted in a sealed envelope clearly marked "Proposal to Purchase 252 Baldwinville Road in the Town of Templeton" containing the following:**

1. Name of Proposing Applicant;
2. Name of Contact Person;
3. Address and Telephone Number of Contact Person;
4. Purchase Price.

The Town reserves the right to reject any and all proposals, to waive any technicalities, to advertise for new proposals, and to make awards as may be deemed to be in the best interest of the Town.

**Building Condition:**

The building and property is sold “as is”, with “ALL DEFECTS”, and with no warranty and no representation of value.

**Bid Selection:**

The Town will review and evaluate all proposals that have been received by the Submission Deadline. Evaluation of the proposals will be based on:

- The information provided in the proposal in accordance with the submission requirements.
- Any interviews, references and additional information requested by the Town.
- Any other information from publicly available and verifiable sources.

Secondary selection criteria may include but not be limited to:

- Ability of proposer to attain financing.
- Ability of proposer to close the sale promptly.
- Ability of proposer to make a “cash offer”.

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

During the selection process, the Town reserves the following rights: to negotiate with one or more proposers; to waive portions of the IFB; to waive any informalities in proposals; to request “best and final” offers; to reject any or all proposals; and to issue a new request for proposals, for any reason deemed appropriate by the Town. The Town is not obligated to select the proposal that offers the highest bid. The successful proposal will be the one that is most advantageous to the Town and best meets the selection criteria as a whole. Upon selection, the designated Proposer will be required to submit the following to the Town:

- The final Purchase and Sale Agreement approved by the Town and executed by the winning Bidder.
- The additional deposit equal to 10% of the purchase price.
- Any other documents as required by the Town.

If the required documents are not executed and submitted to the Town within 30 days of selection, the designated Bidder’s selection will automatically expire, unless extended in writing by the Town in its sole discretion. Only a fully executed Purchase and Sale

Agreement will constitute a binding agreement for the sale of the Property.

The Town reserves the right to negotiate with another proposer if the designated bidder does not satisfy the conditions specified by the Town. The Town further reserves the right to have a back up optional Purchase and Sale Agreement executed by another proposer which shall be subject to the terms of the designated Proposer's Purchase and Sale Agreement.

The Town's decision to select the proposed bidders shall be based on the highest offer price.

### **Site Tour and Pre-Bid Meeting**

A site tour and pre-bid meeting will be held at the Property on Thursday, October 10, 2013, at 10 a.m. In order to accommodate all individuals, **please call ahead** to confirm participation in the site tour and meeting by contacting Jeff Ritter or Holly Young at 978-939-8801.

### **Deposit Check**

All bids must be accompanied by a deposit of \$10,000.00 in the form of a certified cashier's, treasurer's or bank check made payable to the Town of Templeton. Bid deposits will be held by the Town. Bid deposits will be returned to non-selected Bidders after the award to the selected Bidder. The \$10,000.00 deposit paid by the selected Bidder shall be non-refundable except as provided in the Purchase and Sale Agreement. An additional deposit equal to 10% of the purchase price will be required at the time of execution of the Purchase and Sale Agreement.

### **Expenses**

In addition to the purchase price, the selected proposer will pay for all costs incurred by The Town of Templeton in connection with the sale of the Property. These include, but are not limited to, real estate consultants, appraisals, survey, architectural, engineering and legal expenses.

### **Proposed Use**

The proposal must include a detailed narrative description of the use(s), whether the proposed use meets current zoning or in the alternative, if the Bidder proposes to seek zoning relief.

### **Pilot**

If the Proposer is proposing a project (or portion thereof) that would otherwise be exempt from local taxation, the proposal must include provisions for payments in lieu of taxes (PILOT) to the Town of Templeton.

### **Permitting**

Proposals must include a list of all required local, state and federal zoning, land use and environmental permits and approvals required for the Property and a schedule for securing them.

### **Purchase and Sale Agreement**

The form of Purchase and Sale Agreement attached to this IFB as Appendix A shall be executed by the selected bidder without material modification. If a proposer believes that the specific nature of its project necessitates substantive changes to the Purchase and Sale Agreement, any such changes shall be requested in the proposal. After selection, the bidder shall be required to execute the Purchase and Sale Agreement with no additional changes to the form. The final Purchase and Sale Agreement must be satisfactory to the Town in form and substance.

### **Execution of Required Documents**

The Proposer shall be required to execute the final Purchase and Sale Agreement approved by The Town, and any other required closing documents and to pay an additional deposit in the amount of 10% of the purchase price within 30 days of the date of the Town's selection letter. Failure of the selected Proposer to comply with the terms of this IFB shall entitle The Town to terminate the sale to the designated Proposer and to retain all deposits as liquidated damages.

### **Due Diligence**

From and after the date of the execution of the Purchase and Sale Agreement, The designated Proposer shall have sixty (60) days to perform its title related to due diligence. The designated Proposer shall have ninety (90) days to perform all other due diligence. If an inspection and/or title search discloses legal or physical conditions that the designated Proposer finds objectionable in its reasonable discretion and as provided in the Purchase and Sale Agreement, then the selected Proposer may withdraw its bid by delivering written notice of such withdrawal to the Town prior to the expiration of the applicable due diligence period. If the selected Proposer does not withdraw its bid within such period, then the selected Proposer shall be deemed to have approved the legal and physical condition of the Property.

### **GENERAL CONDITIONS AND RESERVATIONS**

A. The Town makes no express or implied representations or warranties, orally or in writing, as to the accuracy and/or completeness of any of the information contained in, or provided as part of, this IFB, including, without limitation, information in the IFB, in appendices, exhibits, attachments, technical information, and/or supplements,

in hard copy, facsimile, electronic or on line, or available upon request or from other sources. The information is provided for convenience only, and cannot be relied upon, without outside, independent investigation and verification by the proposer. This information is subject to differing interpretation, analysis and conclusions and to errors, omissions, and changes in costs, conditions, economics, engineering, laws, rules and regulations that may occur on or after the date the information was created or assembled.

**B.** Prospective Proposers must undertake their own review and analysis concerning physical and structural conditions, environmental conditions, title, access, easements, utilities, applicable zoning, required permits and approvals, reuse potentials, and any other development, ownership and legal considerations.

**C.** This IFB is made subject to errors, omissions, prior authorized sale, lease or other disposition and any subsequent modifications, additions or changes in sale terms and conditions.

**D.** The Town reserves the right to amend, suspend or withdraw this IFB by posting notice on the Town's website at any time for any reason whatsoever, in the Town's sole discretion.

**E.** The Town reserves the right to seek best and final offers, to seek additional information or revised proposals from proposers at any time, to negotiate simultaneously with more than one proposer and to cease negotiation for any reason whatsoever at any time. The negotiation period and final form of agreement shall be determined by the Town, in the Town's sole discretion.

**F.** The Town reserves the right, in The Town's sole discretion, to change the schedule or selection process by posting notice of any such changes on the Town's website at any time for any reason whatsoever in The Town's sole discretion.

**G.** The Town reserves the right to reject, in The Town's sole discretion, any proposal not submitted in conformance with the requirements of the IFB and any amendments hereto, or to reject, in The Town's sole discretion, any and all proposals, for any reason whatsoever. The Town's further reserves the right, in The Town's sole discretion, to waive, or to decline to waive, irregularities in any proposal if and when The Town determines that it is in The Town's interest to do so.

**H.** The Town reserves the right, in The Town's sole discretion, to discontinue its selection process, to solicit other proposals, to issue a new IFB or conduct any authorized alternative procurement method for any reason whatsoever at any time.

**I.** The Town does not have a real estate broker representing it, and the proposer must agree to defend, indemnify the Town against and hold the Town harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Town by any broker in connection with this transaction.

J. The successful proposer shall comply with all applicable federal, state, and local laws and regulations related to real estate transactions.

**Contact:**

**Jeff Ritter, Town Coordinator  
Selectmen's Office  
690 Patriots Road  
Templeton, MA 01468**

**Tel: 978-939-8801**

**Fax: 978-939-4065**

**Mailing Address:**

**P O Box 250  
Templeton, MA 01468**

## **Proposal to Purchase Real Property from the Town of Templeton**

### **Price Proposal**

The property previously described on the Information Form is offered for Purchase from the Town of Templeton.

I, \_\_\_\_\_, of \_\_\_\_\_, Offer  
Printed-Full Name Home Address/or Company Address

the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the Purchase of the property and building thereon located at 252 Baldwinville Road, Templeton, Worcester County, Massachusetts and identified by the Assessor's as Map 4-07, Parcel 82 and recorded in the Worcester County Registry of Deeds, Book 46601, and Page 57.

I am:

(Please check only one)

An Individual \_\_\_\_\_

A legally married couple \_\_\_\_\_

A Corporation \_\_\_\_\_

Other \_\_\_\_\_ (please explain \_\_\_\_\_)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title:(for Corporations) \_\_\_\_\_

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



## **TAX COMPLIANCE AND NON-COLLUSION STATEMENTS**

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

### **Tax Compliance**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

\_\_\_\_\_do hereby certify under the pains and penalties of perjury that said contractor and/or natural person has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

\_\_\_\_\_  
Authorized Official's Signature(if Corporation)

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed of Printed Name of Person Signing

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

### **Certificate of Non-Collusion**

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 natural person, business, Town, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature of person signing bid and/or proposal)

By: \_\_\_\_\_  
(Name of Business)

Date: \_\_\_\_\_

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

## **Disclosure of Beneficial Interests in Real Property Transaction**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: **Town of Templeton**

Name of Jurisdiction

2. Complete legal description of the property:

A certain parcel of land, with all buildings and improvements thereon, situated on the westerly side of Baldwinville Road, which leads from Baldwinville Village to Templeton Center, in Templeton, Worcester County, Massachusetts, bounded and described as follows: BEGINNING at the southeasterly corner thereof at a corner of walls in the westerly line of Baldwinville Road at land now or formerly of one Comee; THENCE S. 64° 30' W. by said Comee land and land now or formerly of William R. Ruckey, by a wall, 525.0 feet to a point on wall at land of Thomas J. Kymalainen et ux; THENCE about N. 20° 30' W. about 295 feet to a corner; THENCE N. 72° 57' E. 470.0 feet to an angle; THENCE N. 88° 42' E. 175.0 feet to a point on a wall in the westerly line of Baldwinville Road, the preceding three courses being by said land of Thomas J. Kymalainen et ux; THENCE S. 13° 12' W., by the westerly line of Baldwinville Road, by a wall, 200.0 feet to the place of beginning. Containing about 3.3 acres. The above-described premises are shown on a plan entitled, "Plan of Land to be Conveyed by Thomas J. Kymalainen et ux, Templeton, Mass., Scale 1 inch = 60 ft., April 26, 1973, Michael S. Szoc, Surveyor" recorded in Worcester District Registry of Deeds, Plan Book 389, Plan 35. The above-described premises are conveyed subject to taking by County of Worcester for easements for highway purposes and drainage easement in relocation of Baldwinville Road, under instrument dated June 21, 1973 and recorded with said Deeds in Book: 5362, Page: 322.

3. Type of Transaction: Purchase

4. Seller(s): Town of Templeton, 690 Patriots Road, Templeton, MA 01468

Purchaser(s): \_\_\_\_\_

5. Names and addresses of all persons who have or will have direct or indirect beneficial interest in the real property described above. Note: *If a corporation has, or will have a direct, or indirect beneficial interest in the real property, the names of all stock holders must also be listed except that, if the stock of the corporation is for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.*

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public Office in the Commonwealth of Massachusetts or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

<u>Name</u>	<u>Title or position</u>
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering in to this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Note: This 3 page form must be included in the proposal submission)**

### **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, Treasurer and Manager; and in case of Firms give names of the individual members.)

<b><u>Names</u></b>	<b><u>Addresses</u></b>	<b><u>Zip Code</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

**1. If a Proprietorship**

Name of Owner: \_\_\_\_\_

<b><u>Address</u></b>	<b><u>Telephone Number</u></b>
Business _____	_____
Home _____	_____

**2. If a Partnership**

Full names and addresses of all partners:

<b><u>Names</u></b>	<b><u>Addresses</u></b>	<b><u>Zip Code</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

  

<b><u>Business Address</u></b>	<b><u>Telephone Number</u></b>	<b><u>Zip Code</u></b>
_____	_____	_____

### 3. If a Corporation

Full Legal Name:

\_\_\_\_\_

State of Incorporation:

\_\_\_\_\_

Principal Place of Business: \_\_\_\_\_ Zip Code \_\_\_\_\_

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

Authorized Signature of Proponent: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **THIS SECTION FOR CORPORATIONS ONLY**

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Corporation)

that \_\_\_\_\_ is duly elected \_\_\_\_\_ of  
(Name) (Office)

said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

**(Note: This 2 page form must be included in the proposal submission)**