DRAFT - FOR DISCUSSION PURPOSES

Town of Medfield Request for Proposals

For The Long Term Ground Lease

of Lot 3, Ice House Road

LEGAL AD TO BE REVISED AFTER RFP DRAFT IS FINALIZED

The Town of Medfield is seeking proposals for a long-term ground lease of 10.712 acres of undeveloped land located off Ice House Road in the northwest quadrant of the Town (Parcel ID: Map 56 Lot 044, IE zoning district).

The preferred use for the site is for the development of a facility that is consistent with current zoning and complementary to the existing establishments. Note that certain uses, such fitness, restaurant/bar, entertainment, and spa, are subject to the approval of the abutting business, The Kingsbury Club. Further detail is included in the full RFP and the Town's existing ground lease with the Kingsbury Club. The Select Board has Town Meeting approval to lease this land for a period not to exceed 99 years.

All firms/individuals interested can retain a copy of the Request for Proposals from Brittney Franklin, bfranklin@medfield.net or (508) 906-3012.

The deadline for submitting a proposal is Friday, _____ at 12:00 noon. Ten (10) hard copies of the proposal must be submitted to Kristine Trierweiler, 459 Main Street, MA 02052, by this date and time. Include one (1) electronic version of the proposal. All submissions must be clearly labeled "Lot 3 Long Term Ground Lease" on the exterior of the envelope/package. Late proposals will not be accepted. The Town reserves the right to reject any or all proposals and/or limit the scope of this project or as deemed in the best interest of the Town.

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Town of Medfield Request for Proposals

For The Long Term Ground Lease

of Lot 3, Ice House Road



OVERVIEW

The Town of Medfield is seeking proposals from experienced developers for the long-term ground lease of, 10.712 acres of undeveloped land located off Ice House Road in the northwest quadrant of the Town (Parcel ID: Map 56 Lot 044, IE zoning district). Due to environmental and regulatory constraints the building envelope is significantly reduced. The Town acquired this land as part of the purchase of 30 acres of industrial and residential land in 1995. In 2014 Annual Town Meeting authorized the Select Board to lease this land for a period not to exceed 99 years.

The preferred use for the site is the commercial development of a facility that is consistent with current zoning and complementary to the surrounding existing establishments.

Certain uses are subject to the approval of the abutting business, The Kingsbury Club, per existing ground lease (Attachment B). Uses subject to approval include tennis, fitness, pilates, aerobics, swimming pools, restaurant and bar, function rooms, entertainment, golf pods, gymnasium, basketball, physical therapy, physical rehabilitation, plastic surgery, pro shop, spa

(massage, therapy, hairstyling, nails, pedicure, body treatments, etc.) chiropractic, and sports medicine.

The land is serviced by town water and sewer. Electric and gas lines are in public ways proximate to the site. Ice House Road was constructed to Town standards by the Town in 2006. The developer selected will be responsible for payment of real estate and personal property taxes on the building and contents, in addition to lease payments on the land. The tenant will be subject to both Real Estate and Personal Property taxes pertaining to the property. The developer selected will be responsible for obtaining and paying for all permits, licenses and approvals required to proceed with the development.

No environmental testing or other site investigations of the Property will be permitted unless and until the Successful Proposer has executed a purchase and sale agreement or ground lease.

Proposal of Property Use

The Town reserves the right to select a proposal based on the overall best value to the Town in terms of lease, tax revenue, permit fees, connection fees, etc. Factors impacting the evaluation may include construction costs, infrastructure, capitalization rate, rental rates, absorption rates, and any other information that contributes to the Town's "best value" analysis.

Proposal Deposit

The Proposal package must include a non-refundable Proposal Deposit in the form of a certified bank or cashier's check made payable to the Town of Medfield in the amount of Ten Thousand Dollars ($10,000.00).

The Proposal Deposit of the Successful Proposer will be credited to the Agreement Deposit (as defined below). The Proposal Deposit is non-refundable if the Successful Proposer fails to execute the Lease in accordance with the terms of this RFP.

The Town of Medfield will retain the Proposal Deposits submitted by the second and third highest proposers until the earlier of a) the date the successful Proposer executes the Lease, or b) sixty (60) days from the selection of a successful Proposer. All other Proposal Deposits will be returned upon Designation of a successful Proposer as defined below.

QUALIFICATIONS

Proposers should have completed development of (specific number?) other projects of similar type, size, scope, and complexity to the project described above and must demonstrate the ability to obtain financing for such a project. In addition, they should have at least five years of

experience with the operation of the proposed facility and/or a completed business plan and pro forma.

Proposer shall be deemed responsive and eligible if:

(1) The Proposal package submittal is complete and not conditioned;
(2) The Proposer is in good standing with the Town of Medfield and the Commonwealth of Massachusetts; and
(3) The Proposer provides sufficient information regarding experience, program compatibility with the objectives of the Town of Medfield and financial feasibility as outlined below.

Proposals shall be evaluated on the following criteria:

Team Qualifications and Experience:

a) The Proposer must demonstrate a positive track record of property development in Massachusetts, and/or a track record of successfully (meaning on-time and within budget) completing projects of comparable size and complexity to the proposed project. All members of development teams should be able to demonstrate appropriate qualifications for their respective roles.
b) The Proposal submission must include firm qualification information that demonstrates the Proposer's success with similar projects within the last five years in which one or more Principals of the Proposer's firm or other identified team members were involved.

Financial Capability:

c) The Proposer must provide proof of sufficient creditworthiness to cover all obligations associated with the Proposal through closing.
d) The Proposer must certify that its firm (and principals) is not in default of any outstanding obligations to any federal, state or local municipalities.
e) The Proposer must certify that the Proposer has no violations or issues pending before any federal, state, or local instrumentality as certified in the Certificate of Tax, Employment Security, and Contract Compliance.

Development Program Concept and Feasibility:

f) The Proposal should include a narrative that describes the proposed project, including the proposed uses, number of buildings, total square footage, building heights and massing, amenities, parking, circulation, open space, community uses, average and peak estimated water and sewerage demands, estimated total employees and depending on the service or

product, the user-ship and peak usage (number of users and time of day and seasonally), average weekly peak traffic and vehicular attendance, and any other relevant site features.

g) The Proposal should specify any anticipated request for zoning relief, zoning amendments, and any other permitting requirements
h) The Proposal must include schematic floor plans and/or elevations to illustrate the Proposer's intent and use of the site.
i) The Proposal must include a schematic site plan indicating planned site improvements, utility locations, open space, site access, etc.
j) The Proposal should include a description of any green technologies and sustainable design planned for the project.
k) The Proposer must provide a description of the ongoing economic benefit to the Town.
l) The Proposer must demonstrate the ability to complete the development within a reasonable period of time. A schedule of appropriate development phasing should be supported by a market feasibility analysis.
m) Pro forma financial projections containing usual and customary data sufficient to establish financial feasibility for the project including a development budget and a sources and uses schedule. Proposers may also provide alternative pro formas that would be used by an identified financing source that the Proposers plan to use.

Price Proposal:

n) Financial offer provides an acceptable overall benefit to the Town (value of lease payments, tax revenue, and non-monetary considerations).

EVALUATION

The proposals will be evaluated by the members of the Town of Medfield Select Board, acting as the Awarding Authority, as to qualifications and experience, financial capability, development program concept and feasibility, and price proposal.

The Select Board will review the responses to this Request for Proposals and rank the proposals that have been submitted. Once the proposals have been ranked, the Select Board may select firms to be interviewed. Firms may be asked to provide further detail regarding their proposals, qualifications, and/or finances. The Select Board may select one firm with whom a contract will be negotiated. The final negotiated contract shall be approved by Town Counsel and awarded by the Select Board.

The ranking and selection of the finalists will be based upon the information provided in the proposals. The selection of the finalists will be based primarily on the following criteria as Advantageous (A) or Unacceptable (U):

1. Team qualifications and experience

a. Unacceptable - The Proposer's team lacks sufficient experience or does not meet the qualifications required.

b. Advantageous- The Proposer's team has the appropriate experience and qualifications required.

2. Financial Capability

a. Unacceptable- The Proposer's team lacks sufficient financial capability required for the proposed development.
b. Advantageous- The Proposer's team has the appropriate financial capabilities for the proposed development.

3. Development Program Concept and Feasibility

a. Unacceptable- The Proposer's development program is unfavorable to the Town or is not financially feasible.
b. Advantageous- The Proposer's development plan is considered to be favorable for the Town and is financially feasible.

4. Price Proposal

a. Unacceptable- The Proposer's Price Proposal does not provide a sufficient financial benefit.
b. Advantageous- The Proposer's Price Proposal provides a sufficient financial benefit.

A proposal must be evaluated as "Advantageous" under each category to be considered for selection.

SCHEDULE AND SUBMISSION REQUIREMENTS

An informational site visit will be held on _____ at 10:00 am.

Questions regarding the project may be submitted in writing to HOLD. Questions should be emailed, and should be submitted any time prior to noon on Wednesday, ___, 2018.

HOLD
459 Main Street
Medfield, MA 02052
HOLD

Answers to questions will be provided to all registered Proposers no later than ___, 2023. The Town will issue an addendum to address the written questions submitted by the aforementioned deadline. Only answers provided by the Town in writing may be relied upon by the proposers.

The Town will receive, through the Office of the Select Board, responses to this Request for Proposals. Ten copies of each response, plus one electronic copy, must be delivered to the Office of the Select Board by noon on Friday, _____, 2023.

Kristine Trierweiler, Town Administrator
459 Main Street
Medfield, MA 02052
msullivan@medfield.net

The Town of Medfield reserves the right to reject any and all proposals and to waive any informality in the proposals, if it is in the best interest of the Town to do so.

A complete Proposal package shall include the following:

- ☐ Cover letter signed by an individual or officer authorized to submit a Proposal, cover letter must identify if Proposer is represented by a licensed Massachusetts real estate broker.
- ☐ Price Proposal
- ☐ Certificate of Non-Collusion
- ☐ Certificate of Tax Compliance

Proposals must be submitted on the Proposal Forms provided in the Request for Proposal Form Package and contain no alterations, additional terms or conditions. The Town reserves the right to interview any and all Proposers.

A sample ground lease is provided as Attachments A. The Successful Proposer shall be expected to execute an agreement in substantially the same form as provided herein.

Any Proposal submitted that substantially alters any material terms herein so as not to be in conformance with the provisions contained herein will be deemed unresponsive.

Reservations, Disclaimers and Provisos

a. All of the terms, conditions, specifications, appendices and information included in this Request for Proposal shall constitute the entire Request for Proposals package and shall be incorporated by reference into each Proposal Submission. No conditions, other than those specified in this Request for Proposals will be accepted and conditional Proposals may be disqualified except as specified in this Request for Proposals.

b. The Town makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this RFP, or that such information accurately represents the conditions that would be encountered on or in the vicinity of any of the Premises, now or in the future. The furnishing of information by the Town shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each Proposer, by submitting a Proposal to the Town in response to this RFP, expressly agrees that it shall not hold the Town, or any of its respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.
c. If any matter or circumstance under this RFP requires the consent or approval of the Town or that such matter be satisfactory to the Town, then same may be granted, withheld, denied or conditioned by the Town in the exercise of its sole discretion.
d. Awards shall be made in strict compliance with Massachusetts General Laws, Chapter 30B, and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation in consideration for an award.
e. The Town reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any Proposal when it determines that it is in the Town's best interest to do so, and to waive any defects in the RFP submission process when it determines such defects are insubstantial or non-substantive. No officer or agent of the Town is authorized to waive this reservation. The Town reserves the right to accept, reject or negotiate at its sole and absolute discretion any Proposer-proposed changes to the model Lease attached hereto.
f. Proposers should assume that all material submitted in response to the RFP will be open to the public. The Town assumes no liability for disclosure or use of any information or data.
g. All Proposers shall thoroughly familiarize themselves with the provisions of the RFP, Appendices, amendments and associated materials. Upon receipt of the RFP, each Proposer shall examine the RFP for missing or partially blank pages due to mechanical printing collating, or other publication errors. It shall be the Proposer's responsibility to identify and procure any missing pages or information.
h. Proposers shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses. Proposers shall be solely responsible for verifying any and all physical or other site conditions of the subject property. Copies and summaries of physical or other site conditions of the subject property, if any, are included in this RFP only as a convenience. The Town and any of its respective officers, agents, contractors, or consultants shall not be liable for any mistakes, damages, costs, or other consequences arising from any use of or reliance upon any such provided information.

i. Proposers shall be entirely responsible for any and all expenses it incurs in preparing and/or submitting any Proposal(s) in response to this RFP including any costs or expenses resulting from the issuance, extension, supplementation, withdrawal, or amendment of this RFP or the process initiated hereby.
j. Proposers must complete each and every Proposal Form contained herein, if applicable.

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APPENDIX A – SITE PLAN

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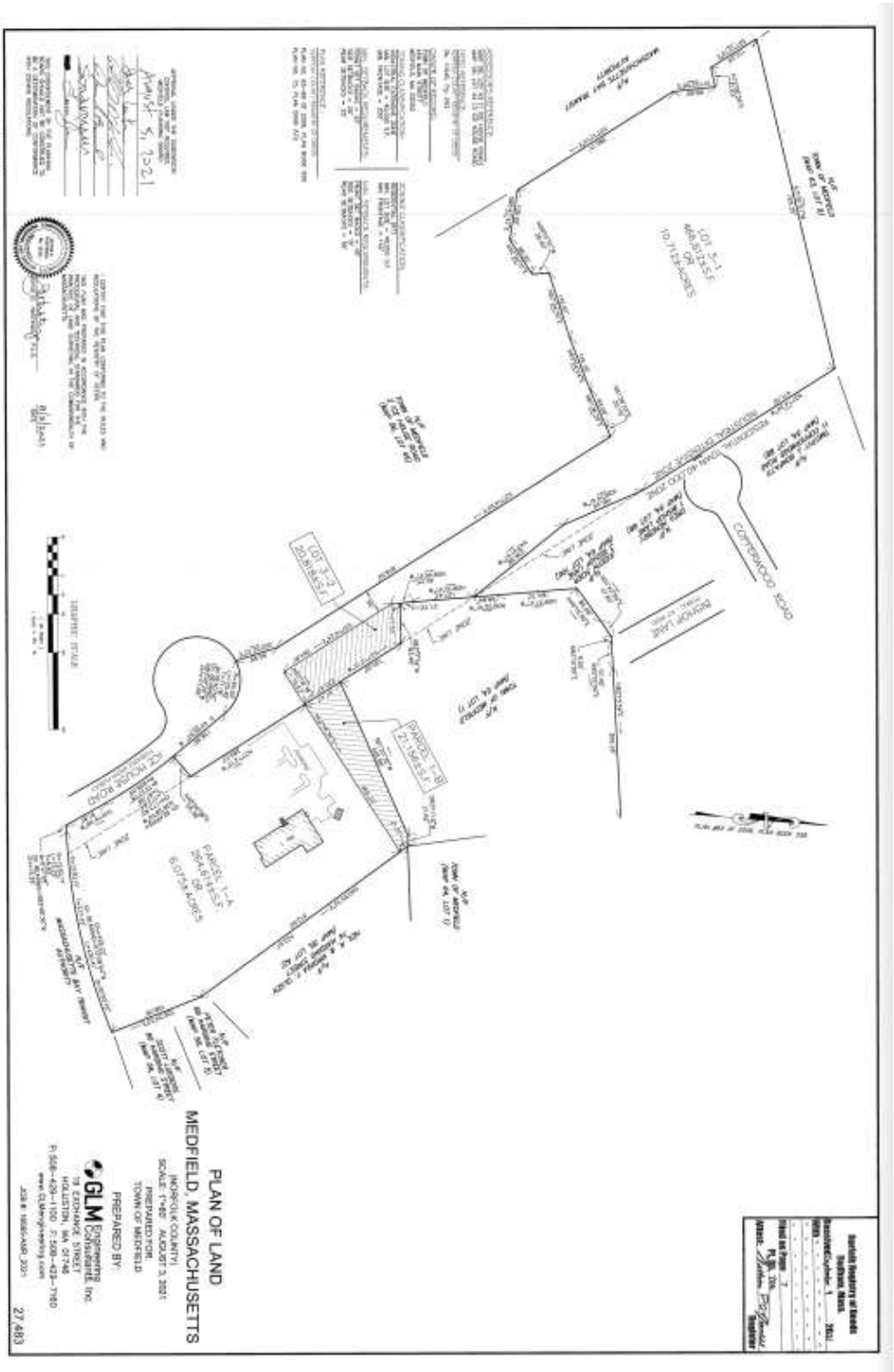
PLAN OF LAND
MEDFIELD, MASSACHUSETTS
PREPARED BY:
GLM Engineering Consultants, Inc.
27,483


MA Places
Fire Station
Police Station
Town Hall
Public Library
Post Office
MBTA Commuter Rail Stat
MBTA Commuter Rail
MA Highways
Interstate
US Highway
Numbered Routes
Town Boundary
Abutting Towns
COPPERWOOD ROAD
BISHOP LANE
MapsOnline
Printed on 08/11/2023 at 08:59 AM
0
370
740 ft

APPENDIX B – LONG TERM GROUND LEASE (SAMPLE)

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APPENDIX B – LONG TERM GROUND LEASE (KINGSBURY CLUB)

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FORM A - CERTIFICATION OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid 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.

_____ _____

Signature of person submitting contract/bid *Date*

_____

Name of Business

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FORM B - CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or	*Signature of Individual or Corporate Name*
Federal Identification Number	
	Corporate Officer
	(if applicable)

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FORM C - PRICE PROPOSAL

NAME: _____

ADDRESS: _____

_____

CONTACT PERSON: _____

PHONE: _____ EMAIL: _____

The undersigned hereby offers to purchase from the Town of Medfield subject to the provisions contained in the "Request for Proposals" dated _____, approximately ___ acres of land, including any improvements thereon and appurtenances thereto, if any, located at Assessors' Map 56 Lot 44, also known as Lot 3, Ice House Road, Medfield Massachusetts for the payment of:

$_____ Lump Sum

_____Lump Sum in words

The undersigned hereby agree that:

c. I/we have submitted with this a Proposal Deposit in the amount of Ten Thousand ($10,000) Dollars in the form of a certified bank or cashier's check made payable to the Town of Medfield;
d. If I we are declared the Successful Proposer the Proposal Deposit is non-refundable and may be retained by the TOWN as liquidated damages;
e. Interest earned on the Proposal Deposit, if any, prior to TOWN approval of the transaction shall be the property of the TOWN;
f. The Proposal Deposit may be retained by the TOWN until the Lease Agreement is executed if the undersigned is declared the second or third highest Proposer;
g. If I/we are declared the Successful Proposer I/we agree that the Proposal Deposit will be applied by the TOWN to the Lease Agreement Deposit;
h. The Proposal Deposit will be credited against the deposit due with the Lease Agreement at the time of execution by the Successful Proposer
i. If I/we are declared the Successful Proposer I/we will enter into the Lease Agreement in the time period specified in the RFP,

j. If I/we are declared the Successful Proposer I/we will pay the Purchase and Sale Deposit of Five Percent (5%) of the accepted purchase amount at the time of execution of the Purchase and Sale Agreement;
k. The Successful Proposer assumes all risk of the liability for any and all injuries arising out of or in connection with, directly or indirectly, the inspection of the Property by the Successful Proposer or its agents or representatives and Successful Proposer hereby releases the TOWN from and against all liability for any such damages;
l. The Successful Proposer hereby indemnifies the TOWN from any claim (whether or not resulting or likely to result in litigation), arising out of or due to, directly or indirectly, out of any information provided in this RFP;
m. The Successful Proposer agrees to accept the Property in its "As-Is, Where-Is" condition and with all faults including but not limited to, any environmental conditions existing on or affecting the Property. The TOWN does not represent that the Property is in conformance with applicable laws, regulations or codes. The TOWN does not represent that Successful Proposer will be able to obtain any adjustment, variation or rezoning to permit any particular uses;
n. Time is of the essence of this Offer to Sell;
o. This Offer to sell along with the RFP including all attachments constitutes the entire understanding of the parties hereto and, unless specified herein, no representation, inducement, promises or prior agreements, oral or written, between the parties or made by any agent on behalf of the parties or otherwise shall be of any force and effect;
p. No official, employee or agent of the TOWN shall be charged personally by the Successful Proposer with any liability or expense of defense or be held personally liable under any term or provision of this Offer because of any breach;
q. The TOWN reserves the right to reject any and all Proposals and responses in whole or in part, and then to advertise for new Proposals or to otherwise deal with the Property as may be in the best interest of the TOWN;

These Deposits and payments are non-refundable and may be retained by the TOWN as liquidated damages if the Designated Proposer does not make payments in accordance with the Payment Schedule or to Close in accordance with the terms of this RFP except as specifically provided in the RFP; and

This Proposal Form A survives Execution of the Purchase and Sale Agreement.

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts, and hereby certifies that all of the information and statements contained in this Proposal to the TOWN are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made herein, change, the undersigned will promptly notify the TOWN in writing by certified mail or hand

delivery. The undersigned also understands that a misstatement, omission and/or failure to update information may be cause for the TOWN to reject the undersigned's Proposal and may have the effect of precluding the applicant from doing business with the TOWN in the future.

The undersigned hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the TOWN or its designated representative in verification of the recitals regarding the Proposer's submission, or any other information submitted.

The undersigned hereby certifies that the undersigned, is authorized to sign this Proposal on behalf of the Proposer and in accordance with ATTACHED SIGNED AND SEALED CORPORATE AUTHORIZATION *.

The undersigned hereby acknowledges that I/we have received and read the Request for Proposal and have acquainted myself/ourselves with matters therein referred to and understand that in making this Proposal, all rights to plead misunderstanding regarding the same have been waived in connection to the Proposal.

By: _____ (Signature)

_____ _____
Print Signer's Name Signer's Title

_____ _____
Company Name Date

_____ _____
Street Address Telephone

_____ _____ _____
City State ZIP Code

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COMMONWEALTH OF MASSACHUSETTS

County of _____, ss , 2018

On this _____day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

_____

Notary Public Seal

Print Name: _____

My commission expires: _____

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