REQUEST FOR PROPOSAL #20145037
Purchase and Re-Use of 60 Eighth Street,
New Bedford, Massachusetts

RFP Issued: November 6, 2019
Proposal Deadline December 6, 2019 11:00 a.m.
Request for Proposals For the Purchase and Re-Use of:

60 Eighth Street
New Bedford, Massachusetts

Issued by:
City of New Bedford, Treasurer’s Office

Issued:
Proposal Deadline:
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## Schedule

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<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Advertise Solicitation</td>
<td>Wednesday November 6, 2019</td>
</tr>
<tr>
<td>Solicitation Available</td>
<td>Wednesday November 6, 2019</td>
</tr>
<tr>
<td>Final date for submission of questions</td>
<td>November 19, 2019 by 2:00 pm</td>
</tr>
<tr>
<td>Responses Due</td>
<td>December 6, 2019 at 11:00 am</td>
</tr>
<tr>
<td>Distribute Proposals to Committee</td>
<td>December 6, 2019 by 3:00 pm</td>
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<td>Award</td>
<td>Monday January 6, 2020</td>
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SECTION I:

PROGRAM DESCRIPTION

1.01 Introduction

The City of New Bedford’s Treasurer’s Office seeks competitive proposals from developers agreeing to develop the subject property in accordance with the terms of this proposal. The property is owned by the City of New Bedford. All proposals must include an offered acquisition price for the property as well as demonstrated capacity for financing the proposed rehabilitation. This residential building is made available to potential buyers who agree to present an appropriate re-use proposal for the property. Proposers must agree to improve the property to a level that meets the minimum standards as established by the City of New Bedford. The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set for in this RFP, will be selected.

1.02 Property and Area Description

The property is shown on the City of New Bedford Assessor’s Map 52 as Lot 268.

2019 Assessed Value: $310,200.00

Zoning: Current zoning is Mixed Use Business and allows both residential and business use, as a matter of right. Sufficient parking must be provided according to the zoning regulations, or a variance from these off-street parking requirements must be obtained from the Zoning Board of Appeals.

Utilities: Public water, sewer, natural gas and electricity are available at the property.

Lot area: 0.078 acres
Building Area: 4,404 square feet
Year Built: 1908
Current Use: vacant
Current Tenants: 0

Current Condition: The interior structure and framing of this building are in fair condition with some signs of rot or sagging. The interior plasterwork has been damaged by water and evidence of mold and mildew suggests water has entered the building. The interior kitchen and baths are outdated and deteriorated, and many historic details have been removed.
Area Description

The property is located in the New Bedford downtown business district, a mix of newer commercial structures and restored homes being used for both residential and commercial uses. A historic church and a restored home surround the property.

1.03 Conditions of Property:

The property available for disposition is available “AS IS” and the City of New Bedford will not make improvements or changes to the property as a condition of the sale. Conveyance to the successful Proposer shall be subject to all restrictions and conditions of record, insofar as they may be in force and applicable to said parcel(s), and to any contamination as defined in Massachusetts General Laws, Chapter 21E as set forth below.

1.04 MGL, Chapter 21E

The City of New Bedford does not warrant that the land parcel available for disposition is free and clear of any contamination as defined by MGL 21E. The successful Proposer will assume all costs and responsibilities for any testing and/or removal of any contamination that may be present on the property, and will hold the City harmless for any costs to clean the property of any contamination.

1.05 Subdivision/Permits/Approvals

All costs and responsibilities for obtaining site plan approval and releases or any easements, covenants, or any other restrictions that may be present on the property will be the responsibility of the buyer. All engineering and environmental studies will also be the responsibility of the buyer.

2.00 Project Guidelines

2.01 Use

A. 60 Eighth Street will be conveyed to the successful respondent of this RFP at closing. The disposition of this residential property is subject to the Uniform Procurement Act of Massachusetts General Laws, Chapter 30B, Section 16 as well as Massachusetts General Law Chapter 60, Section 77B, such provisions which are incorporated in this Request for Proposals by reference.

B. The building shall be retained and rehabilitated. It may be necessary to conduct stabilization work on the property prior to or in conjunction with rehabilitation.
C. The use of this property will be controlled by current zoning and any other governing regulations. Sufficient parking for the proposed use must be provided according to zoning requirements.

2.02 Obligations of Proposer

1. The Proposer is required to demonstrate his/her/their capacity to acquire and rehabilitate the property in accordance with the terms and conditions of this RFP.

2. The Proposer must be prepared to guarantee that rehabilitation work is completed in accordance with the approved guidelines attached to this RFP. Building plans must be harmonious with the existing architecture of the neighborhood and also comply with the City of New Bedford Zoning Ordinance, local and State building codes, as well as all other applicable laws and regulations. **Failure to comply with these terms could result in its termination and the replacement of the applicant by the City.**

The Proposer shall incorporate a critical path time for the Work and a deadline for completion of the Work in any response. In the event that the RFP respondent shall fail to commence the Work or substantially complete the Work within the required time frames, the City of New Bedford shall provide written notice of that breach to the RFP Respondent. In the event that the RFP Respondent does not cure said breach within thirty days after its receipt of that notice, or within the required time frames, or within such extended time as the City of New Bedford may in writing agree, the Property shall revert to the City of New Bedford.

3. Applicants are also responsible for securing private construction financing. Soft costs, including appraisals, surveys, legal descriptions and other costs will be borne by the Proposer.

4. Proposer may be asked questions by the Selection Committee and/or City of New Bedford staff.

5. Applicants must complete final plans and specifications and arrange for timely commencement and completion of the project. **Exterior rehabilitation must be completed within one year of the closing and a Certificate of Occupancy must be received within two years of the closing.** Plans and specifications, including a schedule of costs, will be reviewed and approved of the City of New Bedford prior to the commencement of construction.

6. Proposals should seek to provide such landscaping and external treatments to the building that best complement and beautify the neighborhood.
2.03 Warranty Coverage

Warranty coverage is required until the project has completed rehabilitation and received a Certificate of Occupancy.

2.04 Evaluation of Applications

Proposals received after the deadline will not be accepted. All proposals will be opened by the Selection Committee at the deadline time and recorded for accurate record keeping. The Selection Committee will then review all proposals and any proposals that fail to meet the Threshold Criteria as defined in the request for proposal are eliminated from further consideration, as nonresponsive. For proposals that are deemed by the Evaluation Committee to be complete and responsive, the Evaluation Committee shall assign a rating of highly advantageous, advantageous, not advantageous, or unresponsive for each of the Comparative Evaluation Criteria set forth below.

2.05 Developer Selection

After application review, the Selection Committee will review the finalists. The Selection Committee will then select a successful respondent taking into consideration price and all other evaluation criteria set forth in this RFP. When the winning proposal is selected, all other applicants will be notified. In the event any finalists default on their proposal, we will consider the next highest ranked applicant. The City of New Bedford reserves the right to reject any and all proposals.

- All proposers must submit a certified bank check payable to the “City of New Bedford” in the amount of five percent (5%) of the proposer’s proposed purchase price. Deposits will be returned to the unsuccessful proposers. In the event that the successful proposer fails, through no fault of the City of New Bedford, to consummate the purchase, meet all requirements of the RFP or enter into a Purchase and Sales Agreement for the subject property the City of New Bedford will retain the proposal deposit.

2.06 Minimum Price

The minimum Bid price for this property is $15,000.00. This minimum purchase price is established by the Treasurer’s Office and reflects the cost of rehabilitating the property. The intent of this pricing policy is to encourage reinvestment in the City of New Bedford’s neighborhoods.
3.00 Submission Requirements

The Request for Proposal, may be obtained and/or examined on or after Wednesday November 6, 2019 by visiting the City of New Bedford web page at www.newbedford-ma.gov/purchasing or by emailing purchasing@newbedford-ma.gov

All proposals will be received by the Purchasing Department, in the office of the:

City of New Bedford - Purchasing Agent  
Purchasing Department  
133 William Street, Room 208  
New Bedford, MA 02740

Proposals will be opened on: **Friday December 6, 2019 at 11:00 A.M.**  
Upon review, if any items are missing and/or incomplete, the City of New Bedford, at its discretion, may notify the applicant to provide such items. Additionally, submission of proposals shall be deemed to be permission by the applicant to make any inquiries concerning the applicant as considered necessary to fully review qualifications.

Site Tour

A **NON MANDATORY** site Visit has been schedule for **Friday November 15, 2019 at 10:00 a.m.** at the site location 60 Eighth Street, New Bedford, MA 02740.

Questions on RFP

Questions must be submitted in writing via email to purchasing@newbedford-ma.gov no later than Tuesday November 19, 2019 by 2:00 pm.

The City of New Bedford assumes no responsibility and no liability for costs incurred related to the preparation of responses to this RFP. The City shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective proposer due to unforeseen circumstances. Prospective proposers must acknowledge receipt of all addenda within their responses to this solicitation.

**UNEXPECTED CLOSURE**

If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 3:00pm on the next normal business day. Proposals will be accepted until that date and time.
CORRECTIONS, MODIFICATIONS

A proposer may correct, modify, or withdraw a proposal by written notice received by the City, prior to the time and date set for the opening. Proposal modifications must be submitted in a sealed envelope, clearly labeled “Modification No. ____.” Each modification must be numbered in sequence and must reference the original RFP.

After the opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities may be waived, or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident.

The buyer’s application must meet the following criteria to be considered responsive:

1. The proposer must submit one (1) original and five (5) copies of the proposal. Technical and price proposals DO NOT have to be submitted separately for real estate transactions under MGL 30B;

2. Package Marking
Proposal packages must be marked on the outside of the package as “RFP #20145037 Purchase and Re-Use of 60 Eighth Street, New Bedford MA.” Packages must include all attached forms or will be considered non-responsive;

3. The proposed use of the property must comply with all building and zoning codes;

4. The proposal must include a time schedule for completion of the project in compliance with the requirements set out in §2.02 above;

5. The proposal deposit requirement set out in §2.05 above.

The following #6-14 are included as attachments at the end of this RFP:

6. Signed Application

Authorization to Submit Proposal: If the proposal is being
submitted by an individual, it must be signed by that individual. If the proposal is being submitted on behalf of an entity, the proposal must include written evidence of the proposer’s authority to submit the proposal in the form of legally binding documentation. The Proposal must be signed by an agent (or agents) having authority to execute a binding contract at the proposed price on behalf of the Organization(s). The signature, title, address and phone number of such agent (or agents) must be included in the Proposal;

7. Executed Affidavit;

8. Executed Beneficial Interest Statement
   The Proposal Packet must include a completed Disclosure Statement of Beneficial Interest, as required by MGL, Chapter 7, Section 40J;

9. Disclosure Statement;

10. Certificate of Non-Collusion;

11. Personal Financial Statement (Individuals and Partnerships Only);

12. Certificate of Tax Compliance: The proposal shall include, as applicable, either the individual or corporate Certificate of Tax Compliance Form attached to this RFP demonstrating payment of all taxes;
    Last two years Financial Statements (Non-Profits, For Profit Developers and Partnerships);

13. Articles of Incorporation (Non-Profits Only);

14. Evidence of the proposer’s ability to obtain financing for the purchase of the property described in this RFP;

15. Developer’s profile – a brief summary of the Developer’s organization and experience, and a list of 3 client/customer references. In addition, if applicable, a brief summary of architect’s organization and experience and a list of 3 client/customer references;

14. Reviews

All proposers are subject to the following reviews:
   a. Arson Prevention Review
      Review of applicant’s history by the Arson Prevention Commission. Applicants with arson-related histories or with unresolved arson-related
charges will not be considered.

b. **Tax Delinquency Review**
Review of applicant’s property tax history by the City’s legal staff. Applicant cannot be delinquent in the payment of taxes on any property in the City of New Bedford, or must be current in a repayment agreement with the City of New Bedford Collector-Treasurer’s Office. Applicants must also state if they ever have had property on which the City of New Bedford foreclosed and the circumstances leading to the previous foreclosure(s).

c. **Water & Sewer Delinquency Review**
The City will conduct a review of applicant’s current status with the Water and Sewer Commission. Applicant cannot be delinquent in the payment of Water and/or Sewer charges on any property in the City of New Bedford. Delinquent status includes current re-payment plans.

Incomplete applications will not be considered.

**WITHDRAWALS**

A proposal may be withdrawn by written request, providing that such a request is received prior to time established herein for the opening of proposals. The City will not consider any requests for withdrawal received after the proposal opening deadline. No proposer may withdraw his/her proposal after the actual date of the opening or proposals.

**QUESTIONS**

Questions must be submitted in writing via email to purchasing@newbedford-ma.gov no later than Tuesday November 19, 2019 by 2:00 pm. All responses shall be provided, by addenda via email to all bidders who are on record as having obtained copies of this RFP.

**RIGHT TO CANCEL OR REJECT**

The City may cancel this RFP, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

**BID PRICES**

All bid prices submitted in response to this RFP must remain firm for thirty (30) days.
following the bid opening.

*additional requirements (forms, etc) are listed under "Evaluation Criteria" set forth below which must be included in the proposal packet

4.00 Evaluation Criteria

The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set for in this RFP, will be selected.

Only responsive proposals will be evaluated by the Selection Committee. The Selection Committee will rank the proposals according to the following categories: highly advantageous, advantageous and unacceptable in each category and the committee will then forward a final recommendation to the Purchasing Agent.

The City of New Bedford is the Awarding Authority and reserves the right to waive any minor informality. The Awarding Authority also reserves the right to reject any or all proposals, or to accept any other than the highest priced proposal should it be deemed to be in the best interest of the City of New Bedford, Massachusetts, to do so.

The following items will be reviewed and ranked according to the above listed categories of Highly advantageous, advantageous and unacceptable.

A. Construction Experience and Capacity

Project Team

A Highly Advantageous rating will be given to a proposal that identifies a project team that is capable of completing the Project successfully and in an expedited manner as evidenced by such factors as (a) extensive experience with residential projects, (b) an exceptional record of designing and constructing residential projects ahead of schedule, within budget and with minimal changes during construction.

An Advantageous rating will be given to a proposal that identifies a project team that is capable of completing the Project acceptably and on time as evidenced by such factors as (a) suitable experience with residential projects, (b) an suitable record of designing and constructing residential projects ahead of schedule, within budget and with minimal changes during construction.

An unacceptable rating will be given to a proposal that fails to identify a
project team that is capable of completing the Project acceptably and on time.

B. **Financial Ability and Capacity**

A Highly Advantageous rating will be given to a proposal that identifies a project team with exceptional financial capacity to undertake the project proven by prior experience financing real estate development, including securing financing as evidenced by letter(s) from a prospective lender(s) and prior history of completing projects within budget and time constraints.

An advantageous rating will be given to a proposal that identifies a project team with reasonable financial capacity to undertake the Project.

An Unacceptable rating will be given to a proposal that fails to identify a project team with reasonable financial capacity to undertake the Project.

C. **Feasibility of Proposed Project.**

A Highly Advantageous rating will be given to a proposal that is highly feasible based on an analysis of the development budget, the demonstrated ability of the project team to address any environmental/historical issues as they may arise, the likely acceptability of designs and the reasonableness of the budget.

An Advantageous rating will be given to a proposal that is feasible based on an analysis of these factors.

An Unacceptable rating will be given to a proposal that is not feasible based on an analysis of these factors.

D. **Quality of Design and Construction**

A Highly Advantageous rating will be given to a proposal that presents a superior design which enhances existing historical elements, and the quality of proposed construction.

An Advantageous rating will be given to a proposal that complies with the design requirements of the RFP and presents an acceptable quality of building design and construction.

An Unacceptable rating will be given to a proposal that presents an unacceptable quality of building and unit design and construction.
E. Proposed project development schedule

A Project with a shorter but achievable development schedule will receive a more advantageous rating on the criterion than a Project with a longer development schedule or an impractical development schedule.

Overall Score and Ranking

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall ranking for the proposal as compared to other proposals.

5.0 Award Process

A. Eligibility for Award

If the Selection Committee determines that it has received one or more proposals that are deemed feasible, and the Purchasing Agent accepts the committee's recommendation, an award for the property will be made under the terms of this RFP. In this event, the selected Respondent may be awarded the opportunity to enter into a Developer Agreement with the City of New Bedford. In order to be eligible for such an award, the proposal must be responsive to the RFP.

B. Notification

Official notice of an award will be sent by U.S. Mail to the address and Applicant listed on the Applicant Information section of this RFP. Respondents who are not selected will be similarly notified by U.S. Mail after a selected Respondent has been offered and accepted.
Attachment A: Historic Preservation Guidelines

These Preservation Guidelines pertain to the exterior façade of the structure only. Preservation Guidelines serve to protect the historically and architecturally important features of this structure, both for their aesthetic value and as irreplaceable artifacts of the craftsmanship of historic New Bedford. To accomplish this goal, the Secretary of the Interior’s Standards for Rehabilitation represent the guiding principles for rehabilitation of 60 Eighth Street. Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values. As stated in the definition, “rehabilitation” assumes that at least some repair or alteration of the historic building will be needed in order to provide for an efficient contemporary use; however, these repairs and alterations must not damage or destroy materials, features or finishes that are important in defining the building’s historic character. Specific requirements for replacement and repair are detailed in this Attachment and will form part of the Development Agreement.

The Secretary of the Interior’s Standards for Rehabilitation require that a property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships. Standards for appropriate treatment and rehabilitation is further defined by the following:

1. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

2. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

3. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

4. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

5. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

6. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
7. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

8. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

9. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Enforcement**

These restrictions will be incorporated with the Deed and shall survive the closing. The Proposer agrees to assume the total cost of continued maintenance, repair and administration of the property so as to preserve the characteristics that contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the City and in accordance with the Secretary of the Interior’s “Standards for the Treatment of Historic Properties.” The City does not assume any obligation for maintaining, repairing or administering the property.

**Alterations**

The Developer agrees that no alterations shall be made to the property unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the property, or (b) the City has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Developer, or (c) required by casualty or other emergency promptly reported to the City. Ordinary maintenance and repair of the Premises may be made without the written permission.
## APPLICANT INFORMATION

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<tr>
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<td>Social Security #</td>
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<td>Employer Address:</td>
<td># of Years Employed:</td>
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<td>Other Principals/Co-Developers:</td>
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<td>Name</td>
<td>Address/Zip Code</td>
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Developer’s Operating Status: (check appropriate item)
- □ A corporation
- □ A non-profit (IRS 501 c3 or c4)
- □ A partnership known as ________________________________.
- □ An individual
- □ Other ________________________________.

Financial Information:

Please identify sources and amount of funding.
Developer’s Experience: Provide relevant information of most recent completed projects comparable to the proposed property, including a brief description of each project (location, size, cost, etc) and completion date:

When do you plan to start and complete your proposed improvements to the property?

Identify and briefly describe the development team (architects, general contractors, environmental consultants, etc.) who will carry out the rehabilitation. Include experience and listing of similar types of projects.
## PROJECT COST ESTIMATE

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<td><strong>TOTAL</strong></td>
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Please describe your proposed use for the property:

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### Uses of Funding

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<td>Other</td>
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### Sources of Funding (Financial Institutions, Personal etc)

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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$</strong></td>
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I certify that all information included in this application is accurate and complete to the best of my knowledge.

_________________________  ______________________
Signature of applicant                                      Date

_________________________  ______________________
Signature of applicant                                      Date

*If the developer is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the developer.*
AFFIDAVIT

This Affidavit must be truthfully completed and submitted with every Project Application for the Real Estate Disposition Initiative.

1) Do any of the principals owe the City of New Bedford any monies for incurred real estate taxes, rents, water and sewer charges or other indebtedness?  
   Yes ☐  No ☐

2) Are any of the principals employed by the City of New Bedford? If so, in what capacity? (Please include name of agency or department.)  
   Yes ☐  No ☐

3) List all properties that each applicant owns or has owned, including those owned with a corporation, trust, partnership or joint venture.

   Property presently owned     Property formerly owned

   Property Address               Property Address

   _________________________________
   _________________________________
   _________________________________
   _________________________________
   _________________________________
   _________________________________

   (If you need more room, please attach another sheet.)
4) Were any of the principals ever the owners of any property upon which the City of New Bedford foreclosed for his/her failure to pay real estate taxes?
Yes ☐ No ☐

5) Have any of the principals ever been convicted of any arson related crimes, or are any of the principals currently under indictment for any such crimes?
Yes ☐ No ☐

6) Have any of the principals been convicted of violating any law, code, statute or ordinance regarding conditions of human habitation within the last five years?
Yes ☐ No ☐

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
The above information is true and complete to the best of my knowledge. I/We hereby authorize the City of New Bedford to investigate my/our records(s) of credit.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY
THIS______ DAY OF ______________, ___________.

________________________________________  __________________________________
Signature of Applicant                      Signature of Co-Applicant

________________________________________  __________________________________
Address of Applicant                        Address of Co-Applicant
WHEREAS, the undersigned intends to enter into an agreement to purchase real property situated at 60 Eighth Street from the City of New Bedford, I hereby certify pursuant to Section 40J of Chapter 7 of M.G.L. that the following are the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property.

(Please print names and addresses of Applicant and Co-Applicants)

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
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Neither I nor my co-applicants are acting as an agent, representative, or straw of the prior owner(s), or any or his/her successor-in-title or interest to the subject property or an agent, representative or straw of any of their associates, straws, assignees or designees. Neither I nor my co-applicants are acting as an agent, representative, or straw of any other individual, party or entity not disclosed above or as an agent, representative or straw of their associates, straws or assignees or designees.

In the event that any one or all of these statements are determined to be untrue after I and any of the co-applicants have become the successful bidder, I and the co-applicants will, on demand, re-deed to the City of New Bedford, all my right, title, and interest in the subject property.

This Statement is made under the pains and penalties of perjury this

__________________ Day of ______________________________, __________

________________________________________Applicant (signature)

________________________________________Co-Applicant (signature)

________________________________________Co-Applicant (signature)
DISCLOSURE STATEMENT

In compliance with Chapter 60, Section 77B of the Massachusetts General Laws as amended by Chapter 803 of the Acts of 1985. I hereby certify, that I have never been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling, or procuring of a willful and malicious setting of a fire or of a crime involving the fraudulent filing of a claim for fire insurance; nor am I delinquent in the payment of real estate taxes in the City of New Bedford, or being delinquent an application for the abatement of such tax is pending or a pending petition before the appellate tax board has been filed in good faith.

This statement is made under the pains and penalties of perjury this ______________day of ________________________________, ________.

________________________________________Applicant (signature)

________________________________________Co-Applicant (signature)

________________________________________Co-Applicant (signature)
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the pains and penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

________________________________________  ________________________
Signature of individual submitting proposal    Date
Attachment “A”
PRICE PROPOSAL FORM

The undersigned hereby submits the attached proposal for the sale of property to the City of New Bedford in response to the Request for Proposals (RFP) for the acquisition of the 60 Eighth Street in the City of New Bedford.

Proposer’s Name: ____________________________

Owner's Name (if different from proposer): ______________________________________

Owner Entity and State of Incorporation: ______________________________________

Proposer’s Address: __________________________________________________________

Proposer’s Telephone: _________________________________________________________

Proposer’s E-Mail: ____________________________________________________________

Proposer’s Fax Number: ________________________________________________________

Parcel Location: Street Address or Location of Property: __________________________

Proposed Purchase Price: ________________________________________________________

______________________________________           ____________________________
Signature of Proposer                  Date

Name (Print): _____________________________ ________________________________

______________________________________           ____________________________
Signature of Proposer                  Date

Name (Print): _____________________________ ________________________________
COMMONWEALTH OF MASSACHUSETTS
INDIVIDUAL CERTIFICATE OF TAX COMPLIANCE

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:
I, ______________________________________, certify that I have filed all state tax returns, have paid all state taxes required under law, and have no outstanding obligation or unpaid debt to the Massachusetts Department of Revenue.

Signed under the penalties of perjury:

______________________    ______________________________
Date         Signature

______________________    ______________________________
Social Security Number     Typed or Printed Name

COMMONWEALTH OF MASSACHUSETTS

On this __________ day of ______________________, 2007, before me, the undersigned notary public, personally appeared ________________________________________________________, proved to me through satisfactory evidence of identification, which consisted of ________________________, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

______________________
NAME:
Notary Public
My commission expires:_____________
COMMONWEALTH OF MASSACHUSETTS
CORPORATE CERTIFICATE OF TAX COMPLIANCE

Pursuant to the requirements of G.L. c. 62C, s. 49A, the undersigned does hereby state the following:
I, ___________________, as the ___________________ of ________________________, whose principal place of business is located at ________________________________ do hereby certify that the above named firm has complied with all laws of the Commonwealth of Massachusetts relating to taxes and has no outstanding obligation to the Massachusetts Department of Revenue.
Signed under the penalties of perjury:

___________________________________   _____________________________
Federal Identification Number     Name of Corporation

___________________________________   ______________________________
Date         Signature of President

___________________________________   ______________________________
Date         Signature of Treasurer

COMMONWEALTH OF MASSACHUSETTS

On this ________ __ day of ______________________, 2007, before me, the undersigned notary public, personally appeared _______________________________, proved to me through satisfactory evidence of identification, which consisted of _______________________________, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as ______________________ for ________________________________, a corporation, voluntarily for its stated purpose.

____________________________________
NAME:

Notary Public My commission expires: ____________
LETTERS OF INTEREST OF FINANCIAL SUPPORT
(Evidence of the proposer's ability to obtain financing for the purchase of the property described in this RFP)
DEVELOPER PROFILE

(include a brief summary of the Developer’s organization and experience, and a list of 3 client/customer references. In addition, if applicable, a brief summary of architect’s organization and experience and a list of 3 client/customer references)