**REQUESTS FOR PROPOSALS**

**SALE OF LAND**

**25 WATER STREET, NEWBURYPORT, MA**

**PROPOSALS DUE BY October 1, 2018**

The Newburyport Redevelopment Authority (the “NRA”) owns a parcel of land at 25 Water Street in the City of Newburyport totaling approximately 6,380 sq. ft. (the "Parcel"). The NRA seeks to dispose of the Parcel by sale for use as a maritime museum.

The Urban Renewal Plan for the Newburyport Central Business Urban Renewal Project dated April 26, 1965, as amended, (the “Urban Renewal Plan”) having expired by its terms, this disposition of an interest in real property is subject to M.G.L. c. 30B, §16. Notwithstanding the expiration of the Urban Renewal Plan, the NRA wants to dispose of the Parcel for a use that is consistent with said Urban Renewal Plan and for a use that is most advantageous to the NRA and the City, taking into account the respondent’s price and non-price proposals. The provisions of G.L. c. 30B are hereby incorporated by reference into this Request for Proposals (“RFP”)

The NRA will evaluate key factors such as the experience of the respondent and its demonstrated success in managing a successful not for profit arts organization. The NRA reserves the right to accept non-monetary consideration for the Property in the form of covenants and restrictions on use.

The Parcel is located at 25 Water Street adjacent to the Waterfront Park in downtown Newburyport. There is granite building on the Parcel known as the Custom House which is the subject to a 99 year lease to the Newburyport Maritime Society, Inc. commencing February 13, 2001. The Custom House is a granite building constructed in 1835. The west side abuts Custom House Way owned by the Newburyport Waterfront Trust. The Parcel is adjacent to a rail trail and the Merrimac River.

**1. Property Description**

The Property consists of the land and buildings located thereon at 25 Water Street and shown as Lot B as shown on Land Court Plan No. 4588-B drawn by C. B. Humphrey, Surveyor for the Court dated June 16, 1914 and Lots D and E shown on Land Court Plan No. 4588-C drawn by John T. Desmond, Civil Engineer, dated October 28, 1922.

The Property will be conveyed together with the benefit of an easement for access and maintenance for any section of the existing lawn located on Lot C as shown on said Land Court Plan No. 4588-B to be shown on a sketch plan attached to the Deed.

The Property will be conveyed subject to an easement for the maintenance of the existing encroachments of the City’s parking and curb as shown on the sketch plan.

**3. Purpose**

The NRA is seeking to dispose of the Property to a non-profit cultural organization who will maintain the existing Custom House Museum and will manage the Property in a way that will both provide financial stability for the Museum and enhance the public use of the waterfront.

**4. Zoning and Other Restrictions**

The use of the Property is subject to the Zoning Ordinances of the City of Newburyport.

The Property is subject to the following:

a. Order of Taking filed as Document No. 126719

b. Easement to Massachusetts Electric Company filed as Document No. 408754

c. Lease to Newburyport Maritime Society, Inc. filed as Document No. 415393

d. Restriction and covenant filed as Document No. 415394

e. Preservation Restriction Agreement filed as Document No. 543682

f. Easements and agreements to City of Newburyport filed as Document No. 564545 and 564546

g. Taking by City of Newburyport filed as Document No. 564553 as amended

h. License for pathway filed as Document No. 565442

i. Easements, restrictions, covenants and agreements of record to the extent in force and applicable

[Please note that this list is provided for information purposes only and does not constitute a certification of title.]

**5. Proposal, Project Information and Submission Deadline**

Parties interested in responding to this RFP are invited to submit a Proposal in accordance with the following terms and conditions. With submission of a response to this RFP, the interested party acknowledges that he, she, or it has read and understands the requirements and conditions herein.

Availability of RFP - This RFP may be obtained from the City Clerk, City Hall, 60 Pleasant Street, Newburyport, MA 01950, Monday through Wednesday, 8:00 A.M. to 4:00 P.M.; Thursday, 8:00 A.M. to 8:00 P.M.; Friday, 8:00 A.M. to 12:00 P.M. beginning August 29, 2018.

Submission Deadline - Three (3) copies of the Proposal, together with one copy in electronic format, must be received by 10:00 A.M. local time, October 1, 2018 at this address:

Newburyport Redevelopment Authority

60 Pleasant Street

Newburyport, MA 01950

All Proposals submitted shall be typed or printed. Pages shall be numbered. The clock in the City Clerk’s office will be considered official. Proposals will be publicly opened and read at 11:00 AM on October 1. 2018. Late, faxed or e-mailed Proposals will not be accepted. The front page of the Proposal must be clearly marked with the words “Custom House."

Questions - Written responses will be provided to requests for clarification or interpretation of the meaning of the provisions of this RFP, including the documents attached hereto; to those questions otherwise submitted in writing, and will be distributed to all parties who have received an RFP. Written questions must be submitted not later than September 14, 2018 to the NRA in care of the City Clerk, 60 Pleasant Street, Newburyport, MA 01950 with "Custom House" clearly marked on the outside.

**6. Proposal Review and Selection Process**

Review Authority - The NRA may delegate the review task and accompanying responsibilities to its designee, which may be any individual, individuals or a committee to be formed or already existing, as the NRA deem in their sole discretion to be appropriate.

Distribution of Proposal Packages - During the review process, the Proposal packages may be directed to such City officials, council members, boards, committees and individuals whose comments and observations the NRA deems will assist in the decision process. The NRA may seek the advice and input from any City officials, boards, committees or individuals, and from its counsel, during the review process.

Additional Information/Interviews - The NRA may request additional information of one or more respondents relative to a Proposal condition. Requests shall be in writing with the expectation of a written response within a specified time. Respondents may also be invited to appear before the NRA which shall occur at an open, public meeting. Failure to comply with this request will result in a rejection of the Proposal at issue.

Award - Any sale of the Property by the NRA will be awarded, if at all, pursuant to M.G.L. c. 30B, Section 16, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration future use, conformity the Urban Renewal Plan and all other evaluation criteria set forth in this RFP.

Right to Withdraw - Proposals may be withdrawn without penalty prior to the submission deadline by written request to the NRA.

**7. Rights Reserved by the NRA**

* The NRA reserves the right to waive minor irregularities or defects contained in any Proposal and to allow exceptions to the specifications and requirements herein, provided that such waiver or exception does not materially alter the conditions under which all proposals were submitted.
* Each respondent must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its Proposal. The NRA reserves the right to disqualify any Proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information.
* The NRA reserves the right to disqualify respondents if the submittals do not demonstrate that respondents are qualified to operate a non-profit museum.
* The NRA reserves the right to cancel this RFP or reject any and all Proposals, in whole or in part, if it determines that such action is in the best interest of the City.

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**8. Minimum Submittal Requirements**

Each respondent must, at a minimum, submit the information and meet the standards indicated below. Failure to meet minimum submittal requirements will be sufficient cause to reject a Proposal. Respondents are solely responsible for reviewing all the provisions of this RFP and any attachments, prior to submitting a Proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP may be rejected. All Proposals shall be opened at the time of Proposal opening.

a. Original/Copies - In a sealed package, submit Three (3) copies of the Proposal, together with one copy in electronic format, must be received by 10:00 A.M. local time, October 1, 2018 to the Newburyport Redevelopment Authority, 60 Pleasant Street, Newburyport, MA 01950 in care of the City Clerk.

b. Format - Proposals must be submitted in an 8 ½" x 11" format for text, and to the extent practical, for graphics. Oversized pages or graphics should be folded to 8 ½" x 11".

c. Cover Letter - A cover letter must include a statement of interest, identify the proposed Property purchaser and the name, address and contact information of all interested parties.

d. Price Proposal Form - The Proposal package must include, in a separate sealed envelope, a Price Proposal Form, indicating the proposed purchase price for the Property. Respondents shall use the form attached to this RFP.

e. Plans – Conceptual plans of any buildings or improvements to be constructed on the Property.

f. Program Capacity and Qualifications – The respondent must have a minimum of five years’ experience in developing and operating museums or similar cultural, artistic or educational resources. The respondent shall provide a list of existing facilities and references and will provide access to the NRA, if requested, to view existing projects.

g. Financing and Financial Capacity - The respondent must indicate how the Property will be maintained and managed. If financing will be provided by a lending institution, a pre-approval letter must be provided from the lender acknowledging that the respondent has sufficient financial resources to operate the building.

h. Condition of Property - The respondent must represent and warrant that it, or its agents, have conducted a full inspection of the Property, and based on such investigation, is aware of the condition of the Property and will accept the Property "as is." The respondent must acknowledge that neither the NRA or the City has any responsibility for hazardous waste, oil, hazardous material or hazardous substances as those terms are defined under any applicable law, rule, or regulation, local, state, federal, or otherwise, on, in, under or emitting from the Property, or for any other condition or defect on the Property.

i. Statement of Benefit - Proposals should include a description of projected benefits, financial or otherwise, that will accrue to the NRA and the City if the proposal is accepted.

j. Required Documents – In addition to the above, each proposal must include the following executed documents (See Appendix A):

* Price Proposal Form
* Certification of Tax Compliance
* Statement of Non-Collusion
* Disclosure of Beneficial Interests
* Certificate of Corporate Existence
* Certificate of Authority

**9. Development Guidelines**

The provisions of the Urban Renewal Plan dated April 26, 1965 and recorded with Essex South District Registry of Deeds in Book 5862, Page 374 shall apply to the use and disposition of the Property, designated as Site 1 and Site 2 in said Plan. These provisions must be addressed in the Proposal and met in the subsequent development of the Property:

Sale Price. The disposition of this Property is for a public benefit, i.e. a museum open to the public. The minimum bid is set at $100.00.

Use Guidelines. The building on the Property must be used in accordance with the existing Lease, the Preservation Restrictions and in compliance with the applicable city and state regulations.

Conveyance Terms. The NRA shall convey the Property by quitclaim deed in form acceptable for registration at the Essex South Registry District of the Land Court. The Deed shall contain the following provisions:

* Use of the Property limited to the maintenance and operation of a museum. The Property shall revert to the NRA, or its successors in interest if it ceases to be used as a museum or similar cultural center.
* Grant of easement for the use and maintenance of any lawn area located on Lot C shown on Land Court Plan No. 4588C.
* Right of the City to maintain parking and curbs on Property to be conveyed.

**10. Rules for Award**

All packages submitted by the deadline will be opened and recorded in public, and all information contained in the Proposals is public information. The NRA shall review and evaluate all proposals received by the submission deadline. Evaluation of Proposals will be based on the information provided in the respondent's submission in accordance with the submission requirements of this RFP and any interviews, references, site visits and supplemental, clarifying information requested by the NRA. The NRA will notify all proposers in writing of its award decision within 21 days from the opening of the Proposals.

The highest-ranking respondent will be sent a notice indicating its selection as purchaser and a copy of a proposed Purchase and Sale Agreement.

If within 30 days of the notice, the NRA determines that a satisfactory purchase and sale agreement cannot be reached with this purchaser, the NRA may terminate negotiations with that purchaser and commence negotiations with the then second-ranked respondent, and it may continue this procedure through all the lower-ranked respondents as necessary.

At every point in the selection procedure, the NRA reserves the right to waive minor informalities or to allow a proponent to correct them. The NRA also reserves the right to reject any and any or all proposals at any time as may be in the best interest of the City and the NRA.

The successful proposal will be required to file a Disclosure of Beneficial Interests as required by M.G.L. chapter 7 section 40 J.

The NRA shall select a designated purchaser without consideration of age, sex, race, creed, sexual orientation, color, handicap or national origin.

**10. Other Considerations**

* The NRA shall not be responsible for paying any broker's commission, or like compensation to a third party, and the respondent agrees to indemnify and hold the NRA harmless from any claims for such compensation.
* The NRA may amend or revise the RFP as a result of questions submitted by respondents or for any other reason that causes the NRA to believe it would be in the best interests of the NRA to do so. Such amendments or revisions will be sent prior to the proposal opening date to all persons or firms who have been provided copies of the RFP.
* The NRA assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Late responses will not be accepted nor will additional time be granted to individual respondents unless the NRA extends the required submittal date for all respondents.
* The NRA will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP or in the participation in views, interviews, negotiations or any other aspect of this RFP process.
* Respondents are responsible for errors and omissions in their responses, and any such errors and omissions will not serve to alter the respondent’s legal obligations to the NRA.
* This RFP and the responses, including all warranties, commitments and representations made in the successful response shall be binding and shall become contractual obligations to be incorporated by reference in the Purchase and Sale Agreement with the respondent, unless the NRA in its sole discretion waives any such warranty, commitment or representation.
* Proposals may not be withdrawn, amended or modified for a period of ninety (90) days from the deadline for submission of proposals.

**11. Questions**

Please direct all questions regarding this RFP to:

Robert Uhlig, Chair

Newburyport Redevelopment Authority

60 Pleasant Street

Newburyport, MA 01950

**12.** **Public Disclosure**

All Proposal packages, their contents and accompanying documentation, no matter when submitted, will become the property of the NRA and will be regarded as public records when received as directed by M.G.L. Chapter 4, Section 7, Clause 26. Respondents should appropriately mark all materials they deem confidential or proprietary. However, the NRA will bear no liability to any respondent in the event that the NRA is legally required to disclose information that a respondent may define as confidential or proprietary.

**ATTACHMENT "A"**

BIDFORM – 25 WATER STREET, NEWBURYPORT, MA

BID PRICE FORM FOR PURCHASE OF PROPERTY DESCRIBED IN THIS RFP

Total Bid: $

Bid Dollar Amount in Writing:

Additional Consideration, if any:

SIGNATURE OF BIDDER:

NAME OF BIDDER: \_

DATE: \_

**ATTACHMENT “B”**

EXPERIENCE, QUALIFICATIONS & REFERENCES

Proposer must list and provide complete information about properties of comparable type and scale, managed by the Proposer in the Commonwealth of Massachusetts, between 2008 - present. Attach additional sheets as necessary for each comparable project.

Project Name:

Operating Dates: \_\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_/\_\_\_\_\_\_

Type: ­

Annual Operating Costs: $

City/Town:

Address:

Contact Person (Name):

Telephone:

Email:

Was this project carried out on property owned or controlled by a municipality?

( ) Yes ( ) No

**ATTACHMENT “C”**

CERTIFICATION OF TAX COMPLIANCE

The following certification statement is to be signed by the Proposer.

I hereby certify that I am a (title of officer of the company) and duly authorized representative of (name of

company), whose address is and that I hereby certify that pursuant to MGL Chapter 62, Section 49A,under the penalty of perjury that the above firm or corporation, to the best of my knowledge and belief, has filed all Massachusetts Tax Returns and paid all Massachusetts taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

Signature

Print Name Date

**ATTACHMENT “D’**

**CERTIFICATE OF NON-COLLUSION**

declares that, as of the date of this Contract, no City official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the City in writing should any City official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any City official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the City.

(NAME OF COMPANY)

Social Security Number or

Federal Tax Identification Number

By

Corporation Officer or Authorized

**ATTACHMENT “E”**

**DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY   
TRANSACTION**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies under the pains and penalties of perjury, the following information as required by law:

1. REAL PROPERTY: 25 Water Street, Newburyport, Essex County, Massachusetts all more particularly described on Exhibit A attached hereto and made a part hereof

2. TYPE OF AGREEMENT, TRANSACTION or DOCUMENT: Deed

3. DISCLOSING PARTY’S NAME AND TYPE OF ENTITY (IF PARTY IS NOT AN INDIVIDUAL:

4. ROLE OF PARTY (check appropriate role):

Lessor/Landlord Lessee/Tenant

X Seller/Grantor Buyer/Grantee

Other (Please describe):

1. The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1)a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission. If such stockholder holds less than ten percent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7(C), s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME BUSINESS ADDRESS

None of the above named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as noted below (insert “none” if none):

7. The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7(C), Section 38 (formerly Chapter 7, Section 40J of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extensions of such agreement shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commission of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and timeshares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

8. This statement is hereby signed under penalties of perjury this \_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.