

County of Dukes County

Request for Proposals:

Purchase of Real Property

Land & Building(s)

November 19, 2014

Contact: Martina Thornton, County Manager

Address: 9 Airport Road
P.O. Box 190
Edgartown, MA 02539

Telephone: 508-696-3840

Fax: 508-696-3841

Email: manager@dukescounty.org

Request for Proposals
Purchase of Land with Building(s)
Suitable for Use as County Health and Human Service Building
County of Dukes County, Massachusetts

Section I. General Information

Introduction

Pursuant to Section 16 of G.L. c. 30B, the County of Dukes County (County), by this Request for Proposals (“RFP”), solicits proposals for the sale to the County of improved real property suitable for the housing of a regional Health and Human Services. It is the intention of the County to award a contract, if at all, to the responsive and responsible property owner (“proposer”) offering the most advantageous proposal, taking into consideration price and the evaluation criteria in the RFP. **The Dukes County Commission (the “Commission”) must approve any purchase of real property, and any borrowing to cover the purchase price. Failure to secure any of these approval(s) from the Commission shall deem this RFP and related processes or transactions null and void.** Town meeting votes are also required prior to purchase to secure the financing.

The property offered must be located on Martha’s Vineyard; must have good and clear record and marketable title satisfactory to the County; must have insurable title, for the benefit of the County by a title insurance company acceptable to the County at normal premium rates; must be free of liens and encumbrances; may not have easements, restrictions and reservations of record, if any, that interfere with use and access to the property for the County’s intended purposes; and must have real estate taxes paid to date of sale. The building(s) on the property must contain a minimum of 4,000 square feet but no more than 8,000 square feet, be in good condition, and meet the specifications contained herein.

The successful proposer must be prepared to enter into a purchase and sales agreement within fifteen (15) days from the award of this RFP.

Submission of Proposals

Each proposer must furnish all requested information in the formats specified by this RFP.

Proposer responses to the RFP must consist of the following two documents, which must be enclosed in **separate, sealed envelopes**:

1. A Technical Proposal written in accordance with the requirements of this RFP. See Section VI for more information on the contents of the Technical Proposal; and.
2. A Cost Proposal on the form included with this RFP.

Each Technical Proposal must include a letter of transmittal signed by an authorized representative of the proposer. The transmittal letter shall not exceed two (2) pages in length. Complete Technical Proposal requirements are found in Section VI of this RFP. If the successful proposer is an entity, it is required to execute a Certificate of Authority, indicating that the person(s) signing the contract on behalf of the proposer is/are authorized to do so. See Section VI for other submittal requirements. A sealed

package containing the **original and five (5) duplicate copies** of the Technical Proposal must be labeled as follows:

(PROPOSER NAME)

"TECHNICAL PROPOSAL TO SELL REAL PROPERTY TO DUKES COUNTY"

A separate, sealed package containing the **original and five (5) duplicate copies** of the Cost Proposal must be labeled as follows:

(PROPOSER NAME)

"COST PROPOSAL TO SELL REAL PROPERTY TO DUKES COUNTY"

Proposals must be delivered no later than 10:00 a.m. on December 19, 2014 (see Section IV, Schedule of Events), at which time they will be open in public. The proposals shall be delivered to the following address:

Martina Thornton, County Manager
County of Dukes County
9 Airport Road
Edgartown, MA 02539

Delivery will be at the proposer's expense. Ensuring the County's receipt of the proposal, and any and all damages that may occur due to packaging or shipping, will be the sole responsibility of the proposer. Proposals received by the County later than the Submission Deadline will be deemed non-responsive and will be rejected. Telecopied, e-mailed, or faxed proposals will be deemed non-responsive and will be rejected, regardless of the date/time received.

The County will not accept any information or materials submitted after the Submission Deadline unless the information or materials are provided in response to the County's written request for such information or materials. These requirements will be strictly enforced. Proposers are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by mail or other delivery service.

All proposals shall be unconditional.

There is currently no authorization or appropriation from the County Commissioners for the purchase. A purchase & sales agreement pursuant to this RFP, if entered into at all, will be negotiated and subject to a vote of the County Commissioners authorizing the purchase of the real estate.

Minimum Evaluation Criteria/Comparative Evaluation Criteria

This RFP identifies the Minimum Evaluation Criteria which must be met by proposers in order to be considered responsive to this RFP. This RFP also identifies the Comparative Evaluation Criteria which will be applied to responsive proposers so that the County may compare and rank the proposers in accordance with Section 16 of G.L. c. 30B.

Evaluation of Proposals

Any proposal determined to be non-responsive to any of the requirements of this RFP will be disqualified without further evaluation except as otherwise provided in this paragraph. A proposer may correct, modify, or withdraw a proposal by written notice received in the office designated in this RFP for receipt

of proposals prior to the time and date set for receipt of proposals. After receipt of proposals, a proposer may not change the proposal in a manner prejudicial to the interests of the County or fair competition. The County may waive minor informalities or allow the proposer to correct them. If a mistake and the intended bid are clearly evident on the face of the proposal, the County shall correct the mistake to reflect the intended correct proposal and so notify the proposer in writing, and the proposer may not withdraw the bid. The County reserves the right to accept or reject any or all of the proposals in whole or in part for any reason allowed by law. The County reserves the right to request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal. The County reserves the right to conduct site visits to verify the information provided in the proposals and to perform detailed evaluations of the property proposed prior to award. The proposer agrees to provide access to the County and its consultants, contractors, agents and representatives to the entire property during the site visit(s) and have someone present with knowledge of the site conditions to answer questions. The County will consider information obtained from site visits in its selection process. The proposer's failure to cooperate with the County in this regard may result in rejection of the proposal.

Determination of "Best Price"

A form of Cost Proposal is included in this RFP. Proposers must submit their cost proposals on the form provided. As indicated on the Cost Proposal form, proposers must indicate, on that form, the following:

Item 1: The address of the real property that is being offered for sale.

Item 2: The price of the real property, inclusive of all land, buildings, and other improvements.

As indicated in the Cost Proposal, the best price will be the lowest price. However, the County reserves the right to award the purchase to the proposer offering the most advantageous combination of facility characteristics and purchase price, and shall not be required to award the purchase to the proposer offering the lowest price. The County reserves the right to negotiate the purchase price with the selected proposer. Any award is subject to obtaining the proper zoning and regulatory approvals to the extent any may be necessary to carry out the purposes of this RFP. Any award is also subject to the authorization of the County Commissioners to purchase the real estate.

Execution of Contract

The County may negotiate with the proposer presenting the most advantageous proposal, including price, to arrive at a lower purchase price.

Upon the acceptance of a proposal (or cost-negotiated revision thereof), the County will prepare and submit to the proposer a purchase & sales agreement. The RFP and successful proposal, among other documents, shall be attached to and incorporated into the purchase & sales agreement. In the event that the successful proposer fails, neglects, or refuses to execute the purchase & sales agreement within fifteen (15) days after the award of the contract, the County may, at its option, cancel the sale and make a new offer to another proposer, or, in the County's sole discretion, reject all proposals and issue a new RFP or cancel the procurement entirely.

The purchase & sales agreement shall be executed by a designated official of the proposer and the County, acting through the County Manager.

The successful proposer will be required to execute a purchase & sales agreement in substantially the form included in this RFP (see Appendix A).

Rights to Submitted Material

All proposals, response inquiries, or correspondence relating or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by proposers shall be and remain the property of the County when received.

Prior to final selection, and to the extent permitted by law, proposers may be required to submit additional information which the County may deem necessary to determine the proposer's qualifications to respond to the RFP. Unless otherwise stated by law, all information included in proposals becomes public record upon receipt by the County.

Statement of Time

Time, when stated as a number of days, shall include Sundays through Saturdays, but shall exclude legal holidays.

Section II. Overview of RFP Objectives and Contract Requirements

Objective

The County's primary objective is to purchase real property that will accommodate the needs of the Health and Human Services Department, namely the senior daycare.

Real Property Requirements

The County is seeking real property on Martha's Vineyard. The real property must contain a building or buildings that provide at least 4,000 square feet and no more than 8,000 square feet of activity and office space as described further, and the property must accommodate on-premises parking for at least twenty (20) vehicles. Minimal need to reconfigure interior partitions is preferred.

Minimum Terms & Conditions of Purchase & Sales Agreement

1. The successful proposer shall comply with all applicable federal, state, and local laws and regulations related to real estate transactions.
2. The County does not have a real estate broker representing it, and the proposer must agree to defend and indemnify the County against and hold the County harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the County by any broker in connection with this transaction.
3. Proposer must be able to transfer the real estate by a good and sufficient quitclaim deed running to the County, or its assignee or nominee, conveying good and clear record and marketable title, free from encumbrances that interfere with the County's intended use of the property.
4. All real estate purchases by the County are exempt from deed stamp taxes pursuant to G. L. c. 64D, §1 and proposal prices must exclude any taxes.
5. The County has not yet received the County Commissioners' authorization for the purchase or a County Advisory Board appropriation of funds. Selection of a preferred offer will be contingent on the County Commissioners authorizing the County Manager to purchase and rehabilitate the property and the County Advisory Board's appropriating funds therefor.

6. All proposals submitted to the County must include all forms included within the contents of the RFP and they must all be filled out and properly executed. Failure to submit all forms properly filled out and executed may be grounds for rejection of the proposal.
7. All signatures must be handwritten and in ink by the person(s) authorized to sell the property. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alteration, or irregularities may be rejected in the sole discretion of the County Manager.
8. The County reserves the right to reject any or all proposals, to waive technicalities, to advertise for new proposals, and to make awards as may be deemed to be in the best interests of the County.
9. All proposals become the property of the County. The County has the right to disclose information contained in the proposals.
10. The County reserves the right to make an award to a responsive and responsible proposer that offers the most overall advantageous offer, which can be other than the lowest price. The County will consider the overall value of the offer, taking into consideration all evaluation criteria and the purchase price.
11. Proposer must be current with all real estate taxes, water bills, and sewer charges in the Town at the time of the sale.
12. No proposer may withdraw a proposal for a period of one hundred eighty (180) days after the date and time set for the opening of the proposals.
13. The selection of the proposer shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin.
14. The County reserves the right to conduct site visits to verify the information provided in the proposals and to perform detailed evaluations of the property proposed prior to award. The proposer's failure to cooperate with the County in this regard may result in rejection of the proposal.
15. The County reserves the right to request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal.
16. Prior to opening of the proposals, any person needing to make changes, to correct, modify, or withdraw their proposal which has already been submitted, must submit a request in writing in order to retrieve their proposal.
17. Any questions concerning this RFP may be submitted in writing addressed to the County Manager, County of Dukes County, P.O. Box 190, Edgartown, Massachusetts 02539 or via e-mail at manager@dukescounty.org. Questions must be received on or before December 5, 2014, 10:00 a.m.
18. The successful proposer must be prepared to enter into a purchase & sales agreement within fifteen (15) days from the award of this proposal. The closing will be contingent on all island towns approving financing of the bond needed to cover the purchase price at their 2015 spring town meetings but must occur within no more than ninety (90) days from the date of the last town meeting needed to approve the financing.

Section III. Specifications

A. The Property

1. The County requires a parcel of land located on Martha's Vineyard.
2. Proposal must include a copy of the latest deed for the property and a site plan or survey of the property, if available.
3. The property must contain a minimum of 20 off-street parking spaces that comply with the Town's Zoning Bylaws.
4. The property must have access to Town Water at the property's boundary, or demonstrate how hookup to Town Water will be accomplished.
5. The property must have access to Town Sewer at the property's boundary, or be served by a septic system that is in compliance with Title 5 of the State Environmental Code, 310 CMR 15.000 et. seq. and all local regulations of the Board of Health, and sufficient to serve the County's proposed use as described herein.
6. The property must have Three Phase Electrical Power at the site, or demonstrate how hookup to Three Phase Electrical Power will be accomplished.
7. The property must have telephone and cable utilities of commercial grade, or demonstrate how hookup to telephone and cable utilities of commercial grade will be accomplished.
8. The property must not be within a 100 year Flood Boundary as shown on the National Flood Insurance Program FIRM Flood Insurance Rate Map for Dukes County. If the property is within such flood boundary, more information may be required prior to purchase.
9. The property must comply with all Town Bylaws and regulations.
10. There are to be no restrictions in the deed that will interfere with the County's intended use.
11. If there are any easements, right-of-way privileges or liens encumbering the property, they must be clearly stated on the Information Form or an attachment thereto.

B. The Building(s)

1. The property must have an existing building(s) that contains a minimum of 4,000 square feet of floor space but no more than 8,000 square feet of floor space.
2. The building(s) must be in good order and condition, comply with all Town Bylaws and regulations, and be legally handicapped accessible or be capable of being rehabilitated to be legally handicapped accessible.
3. The building(s) must meet, or be capable of complying with, all building codes, including, without limitation:

Massachusetts State Building Code (including BOCA Mechanical Code)

Task II: Development of Closing Papers

Within 30 days of fulfillment of Purchase & Sales Terms and Conditions

Task III: Closing

As soon as practicable after closing papers are drawn up, but no later than 90 days from the date of the last 2015 spring town meeting approving the financing of the bond to cover the purchase price.

Section VI. Contents of Technical Proposals and Evaluation Criteria

This section should be considered as the foundation for the proposer's Technical Proposal. Technical Proposals shall first address the Minimum Evaluation Criteria listed in section VI(A), below. Each Technical Proposal must be organized as follows:

- Letter of Transmittal (see Section I, General Information, above)
- Information Form, properly filled out and executed along with all attachments for explanations where required (below) Fully-completed "Cost Proposal Form" (below) Copy of the Assessor's Map showing the property and the Assessor's Property Record Card(s) for the property
 - Copy of current deed(s) to the property with the Registry of Deeds, including Book and Page references
 - Site Plan or Survey Plan
 - Environmental reports or studies related to the property, if available
 - Executed "Tax Compliance and Non-Collusion Statements" (below)
 - Executed "Disclosure of Beneficial Interests in Real Property Transaction" (below)
 - Certificate of Authority (form attached), if proposer is an entity
 - All information requested in Sections B and C, below

A. Minimum Evaluation Criteria

In order to be evaluated and qualify for a contract, each proposer must, in addition to submitting all information required by this RFP, satisfy each of the following Minimum Evaluation Criteria/requirements. By submitting a proposal, each proposer shall thereby have certified that it satisfies these minimum requirements. Any proposer who is not capable of satisfying any of the following requirements will not satisfy the Minimum Evaluation Criteria and will not be considered further.

1. Proposer's property that is being offered to the County must be on Martha's Vineyard.
2. Proposer's property that is being offered for sale to the County must be on or close to public bus routes.

B. CATEGORY I – CHARACTERISTICS OF BUILDING(S)

1. Please provide the handicapped-accessible square footage available within the building or buildings on the property.
2. Please provide detailed floor plans of all interior spaces, including square footage of each room.

C. CATEGORY II – CHARACTERISTICS OF LAND

Please provide the number of parking spaces available within a parking lot on the actual property that is for sale along with any other on-premises parking.

D. COMPARATIVE EVALUATION CRITERIA

Proposals will be evaluated using the Comparative Evaluation Criteria set forth below.

1. Evaluation Criterion No. 1: Building Square Footage Available

- **Highly Advantageous:** The building(s) on the property offer over 4,000 square feet but less than 8,000 square feet.
- **Advantageous:** The building(s) on the property offer between 4,000 square feet and 3,800 square feet.
- **Not Advantageous:** The building(s) on the property offer between 3,800 square feet and 3,500 square feet.
- **Not Acceptable:** The building(s) on the property offer less than 3,000 square feet.

2. Evaluation Criterion No. 2: Building Layout

- **Highly Advantageous:** The building(s) on the property are configured such that all County's space needs could be accommodated without major reconfiguration of interior partitions.
- **Advantageous:** The building(s) on the property are configured such that all County's space needs could be accommodated with moderate reconfiguration of interior partitions.
- **Not Advantageous:** The building(s) on the property are configured such that all County's space needs could be accommodated with major reconfiguration of interior partitions.
- **Not Acceptable:** The building(s) on the property are configured such that not all County's space needs could be accommodated.

3. Evaluation Criterion No.3: Building(s) compliance with the American with Disabilities Act of 1990

- **Highly Advantageous:** The building(s) on the property are in compliance with the requirements of the American with Disabilities Act of 1990 and have at least three handicap accessible bathrooms.
- **Advantageous:** The building(s) on the property are mostly in compliance with the American with Disability Act of 1990 and where there is not compliance there is capability of being rehabilitated to be compliant, including at least three handicapped accessible bathrooms.
- **Not Advantageous:** The building(s) on the property are mostly not in compliance with the American with Disability Act of 1990 but there is capability of being rehabilitated to be compliant, including at least three handicapped accessible bathrooms.

- **Not Acceptable:** The building(s) on the property are not in compliance with the American with Disability Act of 1990 and there is no capability of being rehabilitated to be compliant and or to accommodate at least three handicapped accessible bathrooms.

4. Evaluation Criterion No. 4: Kitchen facility

- **Highly Advantageous:** The building(s) include a fully equipped commercial kitchen facility.
- **Advantageous:** The building(s) include kitchen facility that can be remodeled to a commercial style kitchen facility.
- **Not Advantageous:** The building(s) do not have a kitchen facility but commercial kitchen could be installed without major reconfiguration of the interior partitions.
- **Not Acceptable:** The building(s) could not accommodate a commercial kitchen without major reconfiguration of the interior partitions.

5. Evaluation Criterion No. 5: Fire Suppression System

- **Highly Advantageous:** The building(s) include a fully functional fire suppression system that complies with all Fire Code requirements.
- **Advantageous:** The building(s) include fire suppression system that needs to be inspected and repaired in order to be fully functional in accordance with the current Fire Code.
- **Not Advantageous:** The building(s) do not have a fire suppression system but a fire suppression system that complies with all Fire Code requirements could be installed.
- **Not Acceptable:** The building(s) could not accommodate a fire suppression system that complies with all Fire Code requirements.

6. Evaluation Criterion No. 6: Characteristics of Land

- **Highly Advantageous:** The land already has a parking lot with at least 20 parking spaces.
- **Advantageous:** The land already has a parking lot with between 15 and 19 parking spaces.
- **Not Advantageous:** The land has space for the construction of a parking lot with between 10 and 14 spaces.
- **Not Acceptable:** The land does not have and could not feasibly accommodate a parking lot with at least 10 spaces.

7. Evaluation Criterion No.7: Hazard Materials

- **Highly Advantageous:** Proposer can document and prove that no hazardous materials, hazardous waste, or oil as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, G.L. c.21E, the Massachusetts Hazardous Waste Management Act, G.L. c.21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et. seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et. seq. (herein collectively referred to as “Hazardous Materials”) exist on the property.

- **Advantageous:** Although Hazardous Materials exist on the property, proposer can document and prove that Hazardous Materials can be remediated to the County's satisfaction so as to allow use of the property for the County's intended purpose.
- **Not Advantageous:** Proposer cannot document that Hazardous Materials do not exist at the property.
- **Not Acceptable:** It cannot be demonstrated whether Hazardous Materials exist at the property and that any Hazardous Materials can be remediated to the County's satisfaction.

8. Evaluation Criterion No. 8: Zoning, Wetlands and Other State or Local Statute or Regulation

- **Highly Advantageous:** Proposer can demonstrate that the use of the property for the County's intended use is consistent with zoning, state and local wetland laws, any other applicable state or local law or regulation.
- **Not Advantageous:** The County's intended use of the proposed property is inconsistent with the zoning, state and local wetland laws, any other applicable state or local law or regulation.

**PROPOSAL TO SELL REAL PROPERTY TO THE COUNTY OF DUKES COUNTY FOR
HEALTH AND HUMAN SERVICE DEPARTMENT ACTIVITIES**

INFORMATION FORM Page 1 of 2

1. Property Location

2. Total Acres: Buildable acres: Unbuildable acres: _____

3. Amount of Frontage _____ on _____ [name of town-accepted roadway]
(# of feet)

4. Tax Map, Lot, and Block Number: Map_____ Lot_____ Block

Tax Map, Lot, and Block Number: Map_____ Lot _____ Block

Submit a copy of the tax map(s) showing placement of the parcel(s) and a copy of the Assessors property record card(s) for that parcel(s).

5. A copy of the current deed(s) with the Registry of Deeds Book and Page reference is to be attached.

6. Utilities already adjacent to the parcel or explanation included on how this will be accomplished: (state if included or not)

(Yes or No)

Town Water/Well _____

Town Sewer/Title 5 _____

Electrical Power _____

Telephone Lines _____

Cable Access _____

7. How is the property zoned?

8. Are there any structures on the property?

9. Is the property within the 100 year Flood Boundary?

Include a copy of the appropriate Flood Map showing parcel location.

If property is within such flood boundary, more information may be required prior to purchase.

**PROPOSAL TO SELL REAL PROPERTY TO THE COUNTY OF DUKES COUNTY FOR
HEALTH AND HUMAN SERVICE DEPARTMENT ACTIVITIES**

INFORMATION FORM Page 2 of 2

10. Does the property meet all the Town's By-Laws and regulations?
 11. Are there any right-of-way privileges or easements benefiting the property?
If yes, please attach detailed explanation.
 12. Are there any right-of-way privileges or easements burdening the property?
If yes, please attach detailed explanation.
 13. Are there any deed restrictions?
If yes, please attach detailed explanation.
 14. Is the parcel ready for construction, if applicable?
 15. Include a Site Plan or Survey Plan.
 16. Attach a description of the current and past uses of the property, including any history of the release or disposal of any oil or other hazardous materials on the property.
 17. Is the property bounded by survey monuments?
 18. Has the property been surveyed? Date of survey:
 19. Is a Plan(s) of the property attached?
 20. Current Owner(s) name(s):

Mailing address:
Telephone number:
Fax number:
 21. List any liens or mortgages of record, including Registry Book and Page references: _____

 22. This proposal includes addenda(s) numbered _____
- Signed: _____ Date: _____
- Printed Name of above: _____

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

**PROPOSAL TO SELL REAL PROPERTY TO THE COUNTY OF DUKES COUNTY FOR
HEALTH AND HUMAN SERVICE DEPARTMENT ACTIVITIES**

Price Proposal

The property previously described on the Information Form is offered for sale to the County of Dukes County, Massachusetts for _____ Dollars (\$_____) in accordance with the terms and conditions of this Request for Proposal.

This price includes the parcel(s) and all amenities required by this Proposal.

Name of Proposer: _____

Signed: _____ Date: _____

Printed Name of above: _____

Business Address: _____

City, State and ZIP: _____

Phone and Fax No. _____

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

PROPOSAL TO SELL REAL PROPERTY TO THE COUNTY OF DUKES COUNTY FOR
HEALTH AND HUMAN SERVICE DEPARTMENT ACTIVITIES

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 G.L. c. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

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

Certificate of Non-Collusion

The undersigned certifies under 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, 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)

**PROPOSAL TO SELL REAL PROPERTY TO THE COUNTY OF DUKES COUNTY FOR
HEALTH AND HUMAN SERVICE DEPARTMENT ACTIVITIES**

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: County of Dukes County
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale

4. Seller(s):

Purchaser(s)

5. Names and addresses of all persons who have or will have a 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.*

Name

Address

5. (Continued)

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:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individuals (s) or organization (s) entering into 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 form must be included in the proposal submission)

**PROPOSAL TO SELL REAL PROPERTY TO THE COUNTY OF DUKES COUNTY FOR
HEALTH AND HUMAN SERVICE DEPARTMENT ACTIVITIES**

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.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS	ZIP CODE	TEL. #
Business: _____	_____	_____
Home: _____	_____	_____

(2) If a Partnership - Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS

ZIP CODE

TEL. #

(3) If a Corporation

Full Legal Name:

State of Incorporation:

Principal Place of Business: _____ ZIP CODE _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ ZIP CODE _____

TEL. # _____

Authorized Signature of Proponent: _____

Title: _____

Date: _____

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

APPENDIX A

Purchase and Sales Agreement

PURCHASE AND SALE AGREEMENT

SECTION 1 - INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: _____, 2015

1.2 PREMISES: A parcel of land with the building(s) and other improvements thereon located on _____, on the island of Martha's Vineyard, Dukes County, Massachusetts, containing _____ acres, more or less, being the same premises described in a deed recorded with the Dukes County Registry of Deeds in Book _____, Page _____.

Street Address: _____, Dukes County, MA

Assessor's Map Reference: Assessor's Map _____, Lot _____

1.3 SELLER: _____

Address: _____

Seller's Attorney: _____, Esq.

Address: _____

Phone: _____ Fax: _____

1.4 BUYER: County of Dukes County

Address: 9 Airport Road, P.O. Box 190, Edgartown, MA 02539

Buyer's Attorney: Michael A. Goldsmith, Esq.

Address: Reynolds, Rappaport, Kaplan & Hackney, LLC
P.O. Box 2540, 106 Cooke St.
Edgartown, MA 02539

Phone: (508) 627-3711 Fax: (508) 627-3088

1.5 PURCHASE PRICE: Total Sum of _____ Thousand Dollars (\$ _____), paid at the time of delivery of the deed (the "Closing") by certified or bank check or municipal treasurer's check

1.6 CLOSING DATE: _____, 2015 at _____ a.m./p.m.

PLACE: Dukes County Administration Building, 9 Airport Road, Edgartown, MA 02539

1.7 TITLE: Quitclaim Deed

1.8 BROKER: None

SECTION 2 - GENERAL PROVISIONS

2.1 Covenant. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

2.2 Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of said Premises are the buildings, structures, and improvements now on the Premises, and the fixtures belonging to SELLER and used in connection therewith.

2.3 Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER by written notice to SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement; and
- (e) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for general municipal purposes, including, without limitation, for County Health and Human services.

2.4 Deed; Plans. SELLER shall be responsible for drafting the deed. If said deed refers to a plan necessary to be recorded therewith SELLER shall deliver such plan with the deed in a form adequate for recording or registration.

2.5 Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

2.6 Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 2.3 hereof. BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

2.7 Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days.

2.8 Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

2.9 Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Section, if the said Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, either:

(a) pay over or assign to BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or

(b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amount reasonably expended by SELLER for any partial restoration.

2.10 Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

2.11 Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with customary conveyancing practices.

2.12 Adjustments. Outstanding water and sewer charges shall be apportioned as of the date of closing and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by BUYER at the closing. Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. Any taxes paid by SELLER prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

2.13 Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive delivery of the deed.

2.14 Contingencies. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

(a) BUYER obtaining a favorable vote of the County Commission and the County Advisory Board authorizing the BUYER to acquire and rehabilitate the Premises for the consideration stated herein and upon the terms set forth in this offer and appropriating the funds therefor;

(b) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property;

(c) SELLER shall have complied with the disclosure provisions of G.L. c.7, §40J, and SELLER and BUYER agree to diligently pursue full compliance with said statute. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7, §40J;

(d) SELLER shall have obtained written waivers of any right to claim relocation benefits under the provisions of M.G.L. c.79A and 760 CMR 27.03 from all occupants of the Premises and SELLER shall represent and warrant at closing that all such waivers have been provided as to all occupants. SELLER hereby agrees to waive any rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A;

(e) BUYER shall have inspected the Premises and be satisfied with the condition thereof, as set forth in Sections 2.20, 2.23, 2.24 and other provisions of this Agreement;

(f) "BUYER having received all zoning approvals, building permits and any other approvals/permits necessary, in BUYER'S opinion, to renovate and/or rehabilitate the building(s) at the Premises for BUYER'S intended use as municipal offices; and

(g) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

(h) The closing will be contingent on all island towns approving financing of the bond needed to cover the purchase price at their 2015 spring town meetings but must occur within no more than ninety (90) days from the date of the last town meeting needed to approve the financing.

Provided, however, that if any of the foregoing conditions are not satisfied by _____, 201_, BUYER shall have the option of extending the closing date until such conditions are satisfied, and further provided that the closing date shall not be extended beyond _____, 201_, provided that BUYER shall give SELLER three days written notice of its exercise of this option and shall give SELLER ten days written notice of the new closing date.

2.15 Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises;
- (d) the Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located.

2.16 Affidavits, etc. SELLER agrees at the closing to execute a statement under oath to any title insurance company issuing a policy to BUYER and/or BUYER'S lender and/or BUYER individually to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as provided herein; (2) SELLER has no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanics' or materialmens' lien on the Premises, and SELLER agree to indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (3) that SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA); and (4) such other forms as are reasonably necessary to satisfy BUYER or BUYER'S lender.

2.17 Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

2.18 Hazardous Materials. SELLER shall provide BUYER with information of any past or current release or threat of release, or the presence of "hazardous materials" and "oil" on the Premises, as such terms are defined in G.L. c. 21E, and copies of all environmental tests, studies, and assessments relating to the Premises and copies of all notices of noncompliance or responsibility received from the Department of Environmental Protection or any other federal, state, or local governmental body. The provisions of this Section shall survive the delivery of the deed.

2.19 Representations and Warranties. SELLER represents and warrants to BUYER that, to the best of SELLER'S knowledge, information and belief, (i) there has been no release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (iii) chlordane has not been used as a pesticide on the Premises.

2.20 Inspection Rights. BUYER or BUYER'S agent(s) shall have the right, at any time, to enter the Premises at BUYER'S own risk for the purposes of conducting surveys, inspections and tests, and environmental site assessments, including testing building, mechanical, and plumbing systems of the

building on the Premises and air quality tests. If the results of a Phase I assessment indicates the presence of hazardous materials, BUYER shall have the right to conduct a Phase II site assessment, including subsurface tests and borings. BUYER, to the extent permitted by law, shall hold SELLER harmless against any claim by BUYER of any harm to BUYER arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied, at its sole discretion, with the condition of the Premises and the building thereon and on not having found on the Premises any oil, hazardous waste or hazardous material, or other materials hazardous to health and safety. In the event hazardous waste, hazardous material, or other hazardous substance is found, or BUYER is not satisfied with the condition of the Premises or the building, BUYER shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this Agreement, whereupon all the rights and obligations of the parties shall cease, or (b) provide SELLER with the option, to be exercised in SELLER'S sole discretion, to repair the condition of the Premises/building and/or remediate such hazardous condition, with SELLER paying all of the costs of repair/remediation. If BUYER requests SELLER to repair the Premises/building and/or remediate the hazardous condition, and SELLER elects to undertake the same, BUYER shall perform under the terms of this Agreement, provided, however, that SELLER repairs the Premises/building to BUYER'S reasonable satisfaction and/or remediates the hazardous condition within a reasonable time and in full compliance with all applicable laws, rules, and regulations; otherwise this Agreement shall be null and void and of no further effect between the parties. Nothing herein shall affect BUYER'S rights under this Agreement to walk through and inspect the Premises at any time prior to the delivery of the deed.

2.21 Septic Systems. SELLER shall cause the on-site wastewater system (the "Septic System") which serves the Premises to be inspected in connection with the transfer of the Premises pursuant to Title 5 of the State Environmental Code (310 CMR 15.301). On or before _____, 2015 SELLER shall deliver to BUYER and to the _____ Board of Health a completed Subsurface Sewage Disposal System Inspection Form and Certification (the "Form"). If (i) the Form indicates anything other than that the Septic System passes unconditionally (for example, that the system is a "failed system" or a "nonconforming system" as defined by said Title 5), or (ii) the Septic System does not meet the town Board of Health regulations and/or requirements in any respect; SELLER shall, at SELLER's cost, repair or replace components of the Septic System, and/or upgrade the Septic System, in accordance with the Title 5 regulations and the Board of Health regulations (the "Title 5 Work") so that the Septic System will conform with the Title 5 and Board of Health regulations by the Time of Closing. The Title 5 Work shall be completed in a good and workmanlike manner in accordance with all applicable laws, bylaws, ordinances, rules and regulations. Upon completion of the Title 5 Work, and at or before the Time of Closing, SELLER shall deliver to BUYER a copy of the Certificate of Compliance issued by the Board of Health. If the Septic System inspector recommends that the Septic System be pumped out then SELLER shall have the Septic System completely pumped out, at SELLER's cost, prior to the Time of Closing.

2.22 Well. The BUYER's obligations hereunder are contingent on BUYER's ability, prior to the time of closing, to install a well on the premises, at BUYER's sole cost and expense, adequate, in BUYER's reasonable judgment, to supply sufficient potable water for the County's proposed uses in accordance with all applicable laws, by-laws, rules and regulations.

2.23 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given (a) when delivered by hand, or (b) the next business day following the deposit of such notice with Federal Express or other similar courier service, or (c) on confirmed facsimile receipt, sent to the party and to the party's attorney at the addresses set forth in Section 1.2.

2.24 Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. SELLER'S proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by SELLER'S attorney who shall release the check to SELLER only following the recording of the deed.

2.25 Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

2.26 Casualty. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity, then at BUYER'S sole option, this Agreement may be terminated.

2.27 Release by Husband or Wife. SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

2.28 Liability of Trustee, Shareholder, Fiduciary, etc. If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

2.29 Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

2.30 Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

In Witness whereof, the parties hereto sign this Agreement under seal as of this _____ day of _____, 2015.

Seller:

Buyer: County of Dukes County
By the County Manager
