



# **TOWN OF ORLEANS**

19 SCHOOL ROAD ORLEANS MASSACHUSETTS 02653-3699

Telephone (508) 240-3700 – Fax (508) 240-3703

[www.town.orleans.ma.us](http://www.town.orleans.ma.us)

BOARD OF  
SELECTMEN

TOWN  
ADMINISTRATOR

## **TOWN OF ORLEANS REQUEST FOR PROPOSALS AFFORDABLE RENTAL HOUSING AT 107 MAIN STREET**

The Town of Orleans, acting through its Town Administrator, seeks proposals from qualified parties interested in developing and operating **rental housing at 107 Main Street, Orleans**.

Specifications and submission instructions are available by registering at [www.town.orleans.ma.us/bids](http://www.town.orleans.ma.us/bids)

All proposals must be received by the Town Administrator's office, 19 School Road, Orleans, MA 02653 by 3:00 p.m. prevailing time on June 16, 2021. Proposals must be submitted in a sealed envelope clearly marked "Affordable Rental Housing at 107 Main Street RFP".

The Town Administrator reserves the right to accept and/or reject any and all proposals and waive any informality in procurement procedures to the extent allowed by law, if it is in the best interest of the Town.

John F. Kelly  
Town Administrator

**Town of Orleans**

**REQUEST FOR PROPOSALS**  
**Affordable Rental Housing at 107 Main Street**

Date of Advertisement:

**April 21, 2021**

**Cape Codder**

**PROPOSALS DUE:**

**June 16, 2021 at 3:00 p.m. prevailing time**

Late Proposals Will Be Rejected

**DELIVER COMPLETED SUBMISSIONS TO:**

Town of Orleans  
Town Administrator's Office  
19 School Road, Orleans, MA 02653

For further information, please contact:  
Michaela Miteva, Licensing Agent and Procurement Coordinator, Town of Orleans,  
at (508) 240-3700 x 2310  
mmiteva@town.orleans.ma.us

**TOWN OF ORLEANS  
REQUEST FOR PROPOSALS  
AFFORDABLE RENTAL HOUSING AT 107 MAIN STREET**

**1. INTRODUCTION**

The Town is seeking proposals for the development of no more than 14 units of affordable rental housing on 1.25 acres owned by the Orleans Affordable Housing Trust (“Trust”), an agency of the Town of Orleans. The Trust intends to convey the property to a private entity which will own and operate the property as affordable rental housing. The purpose of this Request for Proposals (RFP) is to select a developer who will be responsible for planning and designing, applying for permits and approvals, securing financing and other resources, completing construction, taking ownership of the property under a real property disposition agreement, and operating rental housing on the site. The preference is for the project to be primarily affordable to households at 80% of area median income, although the level of affordability will be determined based on the project’s feasibility, including available financing resources. The Town expects that some assistance from the Trust may be necessary to make the project financially feasible, including discounting the price of the property, providing pre-development financial assistance to enable planning and permitting, and/or gap financing. The Town is asking for a developer with skills and experience in design, permitting, financial strategy, and rental housing management to produce an attractive development that is an asset to Orleans’ historic Main Street while meeting the affordable housing objectives of the Town.

**2. PROPOSAL SUBMISSION**

2.1. **SUBMISSION DEADLINE:** All proposals must be received by the Town Administrator’s Office, 19 School Road, Orleans, MA 02653-3699 by **03:00 pm prevailing time on June 16, 2021**, at which time and place the proposals will be opened and recorded. Any response received prior to the date and time of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a response not properly addressed and identified. Any proposal received after this time and date will be rejected and returned unopened. No exceptions will be allowed. Facsimile proposals will not be accepted, and postmarks will not be considered. The address for all deliveries is:

**Town of Orleans  
Office of the Town Administrator  
19 School Road  
Orleans, MA 02653**

2.2. **SUBMISSION INSTRUCTIONS:** an electronic copy (such as thumb drive) of the proposal and five (5) hard copies of the proposal must be submitted in a sealed envelope indicating the applicant’s name and address and clearly marked in the lower left-hand corner **“PROPOSAL FOR ORLEANS AFFORDABLE RENTAL HOUSING AT 107 MAIN STREET”**.

2.3. **RFP AVAILABILITY:** The RFP may be obtained electronically, by registering at [www.town.orleans.ma.us/bids](http://www.town.orleans.ma.us/bids) or by contacting the Procurement Coordinator Michaela Miteva ([mmiteva@town.orleans.ma.us](mailto:mmiteva@town.orleans.ma.us)) in the Town Administrator’s Office, Monday through

Friday, 8:30 a.m. to 4:30 p.m. If any changes are made to this RFP, an addendum will be issued. Addenda will be e-mailed to all entities on record as having requested the RFP.

- 2.4. **INQUIRIES:** Questions regarding the procurement process of this RFP may be directed to Michaela Miteva via e-mail [mmiteva@town.orleans.ma.us](mailto:mmiteva@town.orleans.ma.us) and questions regarding the substantive content of the RFP may be submitted to Planning Director George Meservey via e-mail at [gmservey@town.orleans.ma.us](mailto:gmservey@town.orleans.ma.us). Questions should be submitted no later than **May 26, 2021**. All questions and answers will be made publicly available and sent to all who requested the RFP. Responses may be modified, corrected, or withdrawn only by written notice received by the Procurement Coordinator prior to the date and time set for the response opening.
- 2.5. **PROCUREMENT RULES:** The Town has determined that this is a procurement for property disposition and is subject to the Uniform Procurement Act, MG.L. Chapter 30B. Therefore the provisions of M.G.L. c. 30B are incorporated by reference.

The Town Administrator reserves the right to accept and/or reject any and all proposals and waive any informality in procurement procedures to the extent allowed by law, and make the award as may be deemed to be in the best interest of the Town. All proposals shall be valid for a minimum period of ninety (90) days following the date established for acceptance. The Town may cancel this RFP, in its entirety or in part, may reject all proposals, or may extend the due date for proposals if it is in the best interest of the Town.

The Town of Orleans and the Trust make no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, prior sale, and changes to, additional, and different interpretations of laws and regulations. Prospective developers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

The Town will not be responsible for any expense incurred in preparing and submitting responses. All submittals shall become the property of the Town. All deliverables, reports, maps, and other documents resulting from this contract shall become the property of the Town. The Town has the right to disclose information contained in proposals, except where specifically prohibited by law.

No award will be made to any proposer who cannot satisfy the Town that it has sufficient ability and financial capacity to meet the requirements of this RFP. The Town may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.

The Town of Orleans is an Affirmative Action/Equal Opportunity Employer. The Town encourages submittals from qualified SBO/MBE/DBE/WBE firms.

3. **PRE-BID SITE TOUR:** There will be a mandatory walk-through of the building and site on Friday, May 7, 2021 at 10:00 AM. The interior of the building will be accessible at that time. Please register for the site tour with the Procurement Coordinator by sending an email to [mmiteva@town.orleans.ma.us](mailto:mmiteva@town.orleans.ma.us) at least 24 hours before the scheduled time.

4. **PROJECT SITE**

The project site consists of the land and improvements at 107 Main Street, Orleans. The 1.25 acre parcel is identified in the Town of Orleans Assessor's records as Map 34, Lot 69 (Parcel ID 34-69-0) and is located in the Residential Zoning District. Following a response to a request for proposals issued by the Affordable Housing Trust, the Trust purchased the property in 2019 from Cape Abilities, Inc., a non-profit agency providing services for people with disabilities. Prior to Cape Abilities, the property was owned by a fraternal lodge, which held regular meetings in the 3,552 square foot building until approximately 2016. The building has not been utilized since the lodge sold it.

The former Universal Lodge on the property is a nonconforming use. It is anticipated that the developer will need to obtain a comprehensive permit under M.G.L. Chapter 40B with appropriate zoning relief for density, parking, setback and other zoning requirements to enable the new rental housing. The Town is available to assist with project permitting.

The current building contains a commercial kitchen and associated septic system that has an existing flow of 2,250 gallons per day. The condition of the septic system is unknown. It is anticipated that the system will need to be replaced with a new on-site septic system with nitrogen removal capability.

In purchasing the property from Cape Abilities, the Town obtained a restricted appraisal. The appraisal report, Restricted Appraisal Report of 107 Main Street, Orleans, MA, done by the Appraisal Company of Cape Cod, Inc., February 17, 2020, includes copies of the plot plan, field card, and deed (see link to web page in Section 5.1).

The Town also obtained some soil borings as part of a Plan Showing Proposed Sewage Disposal System Upgrade, (see link to web page in Section 5.1) done by Coastal Engineering Co., dated 02/01/2019 (NOTE: plan assumes 1,000 gpd, with no nitrogen removal, so should not be used for final wastewater plan).

The property is served by Town water and Eversource electrical lines on Main Street. The status of other utilities is unknown.

The property is not in a designated historic district, but is part of the historic Main Street of Orleans (see Section 5. Development Goals and Guidelines).

The property is upland and does not contain wetlands or other environmentally sensitive features requiring approval by the Conservation Commission. Site drainage is to Main Street and Town Cove. The property is sold in "As Is, Where Is" condition.

5. **DEVELOPMENT GOALS AND GUIDELINES**

5.1. PRIOR WORK AND STUDIES: The Town has completed several studies of the property relevant to its redevelopment:

- Preliminary feasibility study by SV Design of the potential to convert the existing building into 7-9 units of housing. SV Design determined that the existing building is structurally sound, but does not meet current Building Code. The study includes a project financial pro forma provided by MassHousing Partnership.
- Farmstead layout plan feasibility assessment by SV Design.
- Evaluation by Community Housing Resource, Inc.
- “107 Main Street: An Address with a Rich History,” by Ron Petersen.

In addition, other information that may be helpful to proposers include:

- “Planning for the Future, Respecting the Past,” The Centers for Culture and History in Orleans.
- A list of issues raised by neighbors at a meeting with the Trust Board.
- Town of Orleans Community Housing Study, August 2017.
- Orleans Design Guidelines for commercial development and multifamily residential development in commercial areas: [Orleans Design Guidelines, Final June 2019, Orleans MA](#).

All items are available on the Town of Orleans website at:

<https://www.town.orleans.ma.us/affordable-housing-trust-fund-board/pages/107-main-street>. Proposers may or may not choose to incorporate any of the work in these documents into their proposals.

5.2. PROGRAMMATIC OBJECTIVES: The Town completed a Community Housing Study in 2017, and set forth a ten-year goal of producing 100 new affordable housing units, including 85 affordable rental housing units, by 2028. The Town established an Affordable Housing Trust and appointed an Affordable Housing Trust Board in 2019. The Trust acquired 107 Main Street from Cape Abilities with the intention of creating affordable rental housing to help achieve the ten-year goal.

The Trust’s objective for the property is to develop affordable homes for as many eligible households as is economically feasible, while creating a safe, aesthetically pleasing, environmentally responsible development consistent with historic Main Street. In order to allow the comparison of all proposals on a common basis, the Town is asking all proposers to develop a plan for a base scenario but is allowing for proposers to recommend alternatives to the base scenario to accommodate site constraints, funding advantages, or other considerations.

**Base scenario and allowable alternatives:**

Number & type of housing units – maximum of 14 units and 20 bedrooms. At least one of the units will be fully handicapped accessible according to State standards; the other units must be adaptable to enable future accessibility if needed. With any configuration, there will be no more than 20 bedrooms on the site.

{Alternatives allowed: fewer than 14 units; any configuration of unit sizes (number of bedrooms); larger number of fully accessible units.}

Household income – all of the units will be occupied by households that are at or below 80% of Area Median Income, are committed to be affordable in perpetuity, and meet all requirements for listing on the State Subsidized Housing Inventory.

{Alternatives allowed: units at lower income limits, up to 50% of units @ at or less than 60% of Area Median Income, and/or higher limits up to 50% of units @ 80-100% of Area Median Income.

- 5.3. DESIGN GUIDELINES: It is a high priority of the Town to produce a residential community on this property that is an asset to the larger Orleans community. To that end, proposers are urged to incorporate high quality design into the site plan and architecture, using the Orleans Design Guidelines (referenced above) to the maximum extent feasible and reflecting sensitivity to the high visibility of the project and the concerns of the neighborhood and adjacent properties.

Main Street in Orleans contains many homes with historic value and provides a sense of place and community character for the townspeople. Although the site is not in a designated historic district, it is expected that any development of the project site will fill a “gap” in the historic streetscape at 107 Main Street. A traditional New England farmstead once stood on the site, and it would be desirable to re-create the visual appeal of the historic use of the property.

**Base scenario and allowable alternatives:**

Architectural design and site plan – historic Snow house (see history referenced above) or New England farmstead (main house/small house/barn); oriented to Main Street frontage; building height of no more than 30 feet or consistent with historic height; front setback of no less than 25 feet or consistent with historic setback; buffer to adjacent homes; notable trees preserved; built to LEED or comparable residential energy and environmental standards; sustainable and attractive design; subject to 40B permitting, including design review.

{Alternatives allowed: other designs consistent with historic Main Street; height greater than 30 feet and setback less than 25 feet (subject to zoning waivers) for historic consistency or efficient site plan, additional or other energy efficiency standards or other environmental standards.}

Parking – minimum number for resident household types and visitor/staff (subject to zoning waiver).

{Alternatives allowed: additional parking if needed to lessen impact on adjacent area.}

Neighbor concerns – building and site planning that responds to the maximum extent feasible to neighbors’ concerns about impact on Quail Hill Road, noise, site lighting, signage, waste removal, maintenance, and construction impacts (see listing of issues referenced above).

- 5.4. CONVEYANCE/REGULATORY AGREEMENT/DEED RESTRICTIONS: The Town intends to

convey to the successful proposer fee simple title to the property, with terms to ensure conformance to the accepted proposal, after all permits, reviews, and regulatory and financing approvals have been finalized. The successful proposer will enter into a Regulatory Agreement as required by the applicable housing subsidy program and acceptable to the Department of Housing and Community Development (DHCD), and will record a deed restriction preserving affordability for perpetuity (or the longest term allowable by law). The deed restriction will be in a form provided by or acceptable to the Town and DHCD.

- 5.5. FINANCIAL GUIDELINES: The Town desires a financing plan for the project that is in the best interest of the Town, including Town objectives for creating affordable housing, leveraging maximum private financing resources, maximizing federal or State subsidies, and minimizing Town financial commitments. The proposal will include detailed cost analysis and a financial strategy that reflects these objectives. It is expected, however, that Town financial assistance may be needed to achieve programmatic and design guidelines. The Town is willing to consider: (1) discounted price of the real property; (2) upfront loan or grant to fund pre-acquisition planning and permitting (loan to be paid off as part of permanent financing is preferred); and/or (3) gap financing to enable desired affordability levels or enhanced design features. The financial strategy included in the proposal will clearly indicate where such Town financial assistance will be needed. The Town also is available to assist with design review and permitting.
- 5.6. MANAGEMENT AND MAINTENANCE PLAN: The continued success of rental housing requires effective management of the rental project and maintenance of the housing and property after construction is completed and the units are occupied. Maintaining good relations with the neighbors is also important. The development team will include a qualified and experienced property management person/firm. The proposal will include a thorough management and maintenance plan that will ensure a livable community which continues to be an asset to the larger community.
- 5.7. IMPLEMENTATION GUIDELINES: Once a successful proposer is selected, the Town and the proposer will negotiate a developer agreement that lays out expectations for actions leading up to execution of a real property disposition agreement. If the successful proposer is requesting a loan or grant for pre-acquisition planning, the content, outcomes, and timing of that planning will be detailed in the developer agreement. The developer agreement will lay out the full financial plan that incorporates any planning loan or grant, as well as projected timing of actions toward permitting, securing financing, and applying for financial assistance. If additional gap financing from the Affordable Housing Trust is needed, the proposer will submit a separate application to the Trust for such assistance with all necessary contingencies, assurances and conditions defined. The Trust may at its discretion disburse the pre-acquisition planning loan/grant and/or a portion of the requested gap funding to the contractor prior to conveyance of the property.

It is the intent of the Town that the real property disposition agreement will be executed only after planning is completed, permits and funding commitments are secured, and financing is finalized. All parties will move as expeditiously as possible toward final

execution. However, it is understood that timing depends on approvals by a number of entities not within the control of the Town or developer. The developer agreement will lay out expected timelines based on past experience and best guesses as to possible difficulties and resolution. The timing and exact nature of the provisions may be modified upon mutual agreement of the Town and the developer.

## 6. **MINIMUM CRITERIA**

Proposals must meet the following minimum criteria to be considered eligible for award:

- 6.1. Proposal contains all required elements and is received by the deadline.
- 6.2. Development team has minimum of five (5) years of experience in development and management of affordable rental housing.

## 7. **COMPARATIVE EVALUATION CRITERIA**

**The scoring will be done in accordance with Ch 30 B RFP Scoring criteria:**

The evaluation committee will determine a composite rating of **Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable** for each proposal.

All responsive and timely proposals will be judged against the Comparative Evaluation Criteria, listed below with the relative weighted importance of each criterion.

### 7.1. **Maximum affordability fiscally possible to implement Town goals (20%)**

*Highly advantageous:* The proposed development plan achieves an excellent balance among the objectives of maximizing affordable units, minimizing fiscal impact on the Town and achieving a quality development. (10 points)

*Advantageous:* The proposal development plan achieves a good balance between affordable units and fiscal impact. (6)

*Acceptable:* The proposed development plan stays within the maximum limits of 14 units and 20 bedrooms, while addressing fiscal impact. (2)

*Not acceptable:* The proposed development plan exceeds the unit or bedroom limit, or proposes excessive costs that must be met by Town resources.(0)

### 7.2. **Quality of site plan & architectural design (20%)**

*Highly advantageous:* The proposed site plan makes excellent use of the site, is appropriately oriented to Main Street, includes appropriate buffers to neighboring properties, and has environmentally sound and sustainable features. The architectural design is attractive, an asset to the area and Town, with excellent energy efficiency and other green elements. (10)

*Advantageous:* The proposed site plan or architectural design is of high quality, but one or the other needs enhancement or refinement. (6)

*Acceptable:* The proposed site plan and architectural design are of adequate quality. (2)

*Not acceptable:* The proposed site plan or architectural design is of poor quality. (0)

**7.3. Compatibility of design with historic district goals (20%)**

*Highly advantageous:* The proposed architectural design and site plan are in all ways consistent with a historic Snow house or is an excellent example of New England farmstead design, and would be an outstanding contribution to historic Main Street. (10)

*Advantageous:* The proposed architectural design and site plan are generally consistent with the themes of historic Main Street and would be a positive contribution to historic Main Street. (6)

*Acceptable:* The proposed architectural design is adequate in scale and appearance to historic Main Street. (2)

*Not acceptable:* The proposed architectural design or site plan is inconsistent with historic Main Street. (0)

**7.4. Financial feasibility of development & operation (10%)**

*Highly advantageous:* The proposed cost analysis contains a good level of detail, demonstrates excellent knowledge of development projects, and exhibits superior understanding of what it takes to operate rental housing over the long term. The financial strategy is a creative and solid approach to the goals and limits of the project, while minimizing fiscal impacts to the Town. (5)

*Advantageous:* The proposed cost analysis and financial strategy exhibit good details and analysis but show a large gap that depends on significant financial contributions by the Town, or one or the other requires additional detail or refinement. (3)

*Acceptable:* The proposed cost analysis is adequate but the financial strategy needs significantly more details, or shows significant financial gaps without a clear strategy to meet those gaps. (1)

*Not acceptable:* The proposed cost analysis and financial strategy are ill conceived or unrealistic. (0)

**7.5. Experience & capacity of development team to implement development (10%)**

*Highly advantageous:* The proposal demonstrates the proposer and development team to have excellent experience with past development projects similar to the current project, with skilled and adequate staffing and commitments of adequate time, and clear evidence of financial capacity of the proposer and team. (5)

*Advantageous:* The proposal demonstrates good experience with prior development projects, and adequate staffing; there is some evidence of financial capacity, but more information is needed. (3)

*Acceptable:* The proposal demonstrates some relevant past development experience; staffing is uncertain or minimal; financial capacity is not clear. (1)

*Not acceptable:* The proposal does not demonstrate relevant past development experience, adequate staffing, and financial capacity. (0)

**7.6. Experience & capacity to operate and manage completed housing development (10%)**

*Highly advantageous:* The proposal demonstrates the development team to be highly experienced in management of rental housing, with skilled and adequate staffing and a sound management plan and operating budget. (5)

*Advantageous:* The proposal demonstrates some experience in management of rental housing, with adequate staffing, management plan, operating budget, and financial capacity. (3)

*Acceptable:* The proposal demonstrates limited experience in management of rental housing, or lacks detail about staffing, management plan, operating budget, or financial capacity, but identifies a credible process to secure quality housing management services. (1)

*Not acceptable:* The proposal does not demonstrate experience in management of rental housing, or contains inadequate information about staffing, management plan, operating budget, and financial capacity. (0)

**7.7. Feasibility of approach, work plan, and timetable (10%)**

*Highly advantageous:* The proposal demonstrates a sound approach to the project, a detailed work plan, and a timely and realistic schedule. The proposer appears to have good insight into, and be experienced with, implementing projects similar to the subject project. (5)

*Advantageous:* The proposal demonstrates a sound approach, but the work plan or schedule needs more detail or refinement. (3)

*Acceptable:* The proposal demonstrates an adequate approach but lacks detail in both the work plan and schedule. (1)

*Not acceptable:* The proposal does not demonstrate a full understanding of what it takes to implement the project. (0)

**8. PROPOSAL REQUIREMENTS**

An electronic version on an external drive (such as thumb drive), and five (5) hard copies of the proposal must be furnished to the Town Administrator. If the proposal contains financial

information that must be treated as private, confidential information with access limited to essential individuals in accordance with the Fair Information Practices Act, M.G.L. Chapter 66A, the proposal will identify those elements. The proposal will include the following elements:

#### 8.1. DEVELOPER AND DEVELOPMENT TEAM

8.1.1. **Proposer Legal Identity:** The proposal will clearly identify the name and nature of the legal entity (corporation, general or limited partnership, joint venture, for-profit or non-profit organization, or individual) applying for contract award, which entity would assume full operational and fiscal responsibility for the contract, and the jurisdictions in which it is registered to do business. If the proposer is a non-profit organization, provide a list of the organization's board of directors and areas of expertise that they represent. Provide name and contact information for the person authorized to represent the proposer. If there is a lead entity which has entered or will enter into partnerships and agreements for contractors, identify all entities and legal relationships and provide relevant letters of interest. Identify the nature of the entity expected to enter into the real property disposition agreement; if it is anticipated that a subsidiary entity will be formed to hold title to the property, identify that intent and describe that arrangement.

8.1.2. **Development Team:** The proposal will describe the development team, including individuals and organizations to be involved in the development and management of the project. Identify specifically the Project Manager and other key persons assigned to the project, and describe their experience managing similar projects; indicate percentage of time these key persons would devote to the project. The development team will include, at a minimum, the entities and persons that will be responsible for project development, design (architectural & engineering) services, and property management. Identify additional entities that are expected to provide other consulting services, financing, construction and site development (include letters of interest), or if not yet identified, the process for selecting them. Describe the organizational structure of the development team and plans to ensure coordination and timely decision making. Resumes should be provided, but do not substitute for description of experience that is directly relevant to the proposed project.

8.1.3. **Experience and Capacity:** The proposal will summarize the experience and capacity of the developer and development team, individually and collectively, particularly with projects similar in nature and scale. Describe experience with project development, designing multi-family housing, permitting affordable housing (including 40B), securing financing, renting up and managing rental housing. For each similar project, include project name, location, type and scope (land area, number of units, bedroom mix), start and completion (projected and actual) dates, total development costs, and financing sources. Describe how each project was similar to, and why experience is relevant to, the proposed development project. If the project is still in process, describe status and expected completion date. Provide information attesting to the financial capacity of the entities that will be responsible for carrying the project to completion and

operating the completed rental housing. Indicate other real estate owned and managed.

8.1.4. **References:** The proposal will provide at least three (3) references with contact names, titles, current phone numbers and e-mail addresses, for whom the proposer has performed similar services or who have direct information about the proposer's performance with similar projects, especially within the last five (5) years.

8.2. **DEVELOPMENT CONCEPT:** The proposal will fully describe the development plan recommended by the proposer. Describe the approach taken to analyze and develop the concept, including why alternatives to the base scenario are recommended. Discuss the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including consistency with the historic nature of the location. The proposal will demonstrate understanding of the goals of the project and explain the ways in which the proposal satisfies the programmatic objectives, design guidelines, and financial guidelines. Include in the proposal the following items:

8.2.1. **Units:** Provide description of rental units to be created in terms of number, size, bedroom mix, levels of affordability for both base scenario and proposed alternatives.

8.2.2. **Site Plan:** Provide site plan (minimum 11"X17" scaled plans), including location and footprint of building(s); location and footprint of parking area(s); location of accessory structures, dumpster, on-site wastewater system, and other improvements; buffer to adjacent dwellings and major landscaping elements.

8.2.3. **Architectural Plans:** Provide elevations, floor plans, architectural details, and renderings, including those related to energy efficiency and other green building elements and unit accessibility.

8.2.4. **Cost Analysis:** Provide total and per unit estimates for hard costs (including demolition, environmental remediation, construction, energy efficiency/green elements, construction contingency); soft costs (including architectural and engineering services; specialists for cost estimating/historical/ energy efficiency/green elements/code compliance/plans & graphics for public presentation /surveys/appraisals, market studies, project management); permitting (including 40B Comprehensive Permit); financing-related costs (including application fees, closing costs, filing fees); legal services; developer fees and overhead; marketing/rent-up costs; contingencies; other costs.

8.2.5. **Financial Strategy:** Provide projected financing sources; likely grants and loans; interim/construction financing; permanent mortgage financing; total and per unit sources and uses; gap financing needed. If applying to the Town to cover pre-acquisition planning costs, indicate loan (to be repaid from permanent financing or other source) or grant and what parts of costs would need to be funded up

front. If relying on Town subsidies, indicate how much and in what form (e.g., discounted land price, additional grants or loans).

**8.2.6. Operational Management and Maintenance Plan:** Provide minimum ten-year operating budget (indicate projected number of years to maturation/re-financing of permanent financing) for completed rental housing, including projected revenues (indicate projected vacancy rate); projected expenses (including debt service, operating costs, management costs, maintenance/repair, replacement reserves); net cash flow. Describe approach to management of rental housing (including on-site presence, tenant selection process, reports and certifications required under state and federal law, enforcement of lease agreements, maintaining adequate insurance coverage); maintenance of building and property and replacement of major systems; communication with and support for residents; and plan for ongoing communication with neighbors.

**8.2.7. Assistance from the Town:** Clearly explain the proposer's expectations of assistance and services from the Town, including the proposer's request for financial assistance needed to complete pre-acquisition planning, permitting, construction, and/or financing of the project. The request may be for a loan which would be a debt to be included in financing for the project (preferred), or for a grant (explain why loan is not viable).

**8.3. WORK PLAN AND PROJECT TIMELINE:** The proposal will lay out a projected work plan and timeline for the project, including major milestones and deliverables. Indicate constraints or possible delays that can be expected, impact on the timeline, and how they will be managed.

**8.4. OTHER INFORMATION:** The proposal may include any other information deemed relevant to the project, and which the proposer believes will further the competitiveness of the proposal. Provide information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals, or any affiliates, or those of any partners or contractors.

**8.5. REQUIRED DISCLOSURES AND FORMS:** The proposal will include completed Cover Sheet with authorized signature (Attachment A) which will be placed on top of the submitted proposal, Certificate of Non-Collusion (Attachment B), Statement of State Tax Compliance (Attachment C), Acknowledgment of Principal, If a Corporation/Partnership (Attachment D), Insurance Requirements for Inclusion in all Specifications and Contracts (Attachment E), and Disclosure of Beneficial Interests (Attachment F).

***Please note: Any proposal that fails to include all of the above information will be rejected as unresponsive and will not be afforded a complete review by the Selection Committee.***

## **9. SELECTION PROCESS**

**9.1. RULE FOR AWARD:** This Request for Proposals (RFP) stipulates the procedures and requirements to be used by the Town in its selection. The most advantageous proposal from

a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the RFP, will be selected.

- 9.2. EVALUATION PROCESS: The Town will evaluate all timely proposals to ensure that all required submittals have been included in responses. Proposals that are deemed to be timely and complete will be presented to a Selection Committee consisting of two (2) members of the Affordable Housing Trust Fund Board, the Town Planning Director, and the Town Affordable Housing Coordinator. The Selection Committee will review and rate each proposal using the Minimum and Comparative Evaluation Criteria.
- 9.3. INTERVIEWS: The Selection Committee may, at its discretion, schedule interviews with the proposers for the purpose of clarifying the proposers' qualifications and approach. Interviews are expected to take place the week of July 12, 2021. Any interviews will be carried out as part of the comparative evaluation and will be uniform for all respondents.
- 9.4. SELECTION PROCESS: Based on the individual ratings, confirmed or modified by the interviews and reference checks, the Selection Committee will give an overall rating for each proposal. The Selection Committee will make a recommendation of the most highly rated proposal to the Town Administrator, who will review the recommendation and make a determination as to which proposal is most advantageous to the Town.

The Affordable Housing Trust will approve the selection and act upon any requests for funding included in the proposal before a developer agreement is finalized and executed.

## 10. **CONTRACT TERMS AND CONDITIONS**

- 10.1. DEVELOPER AGREEMENT: The Town will approve an award to the selected proposer based on the development plan, financial plan, and management plan contained in the proposal. This may include award of a loan or grant for pre-acquisition planning, if requested, at a level approved by the Trust. Awardee will undertake planning, obtain permits, secure financing, and obtain funding commitments, as stipulated in the approved plan.
- 10.2. REAL PROPERTY DISPOSITION AGREEMENT: Upon securing necessary permits and funding commitments, the awardee will submit a Final Plan to the Town, with plans and specifications, regulatory agreements, and other necessary documentation. The Town will then execute a Real Property Disposition Agreement (RPDA) to convey the property to the awardee, with all necessary plans and specifications, deed restrictions, permit conditions, Regulatory Agreements, State and local certifications, and other necessary documentation.

**Attachment A**

**TOWN OF ORLEANS  
AFFORDABLE RENTAL HOUSING AT 107 MAIN STREET**

**PROPOSAL COVER SHEET**  
(place on top of proposal)

Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Please provide identification of corporate entity submitting proposal and assuming operational and fiscal responsibility for contract, if awarded. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**Attachment B**

TOWN OF ORLEANS  
**CERTIFICATE OF NON-COLLUSION**

Project Name:           **AFFORDABLE RENTAL HOUSING AT 107 MAIN STREET**

Pursuant to M.G.L. Ch. 30B Section 10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(Name of business)

**Attachment C**

**STATEMENT OF STATE TAX COMPLIANCE**

Project Name: **AFFORDABLE RENTAL HOUSING AT 107 MAIN STREET**

Pursuant to Ch. 233 of the Acts of 1983, §49A(b),

I, \_\_\_\_\_, acknowledge that I am the authorized signatory for  
\_\_\_\_\_, whose principal place of business is at  
\_\_\_\_\_, and as such, do hereby certify under  
the pains of penalties of perjury that this company has complied with all laws of the Commonwealth  
relating to taxes.

Social Security or Federal ID Number \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Attachment D**

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION:**

State of \_\_\_\_\_

County of \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared

\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say to me

that he resides at \_\_\_\_\_, that he is \_\_\_\_\_ of

\_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Contractor's Signature

(Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires on:

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP:**

State of

County of \_\_\_\_\_ SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in \_\_\_\_\_ and which executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Notary Public Signature

My Commission expires on:

**Attachment E**

**TOWN OF ORLEANS  
INSURANCE REQUIREMENTS FOR INCLUSION  
IN ALL SPECIFICATIONS AND CONTRACTS**

PROJECT: **AFFORDABLE RENTAL HOUSING AT 107 MAIN STREET**

Insurance. The Contractor shall carry and maintain in effect during the entire currency of the contract, at his own expense, the following kinds and minimum amounts of insurance in a company or companies approved by the Town of Orleans. Such insurance shall cover claims and suits which arise out of or result from the Contractor's execution of the contract work whether such execution by the Contractor himself or by any Subcontractor.

- 1) \_\_\_\_\_ Worker's Compensation as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit as required by statute.
- 2) \_\_\_\_\_ "Broad Form" Comprehensive General Liability including, but not limited to, Bodily Injury, Personal Injury and Property damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other applicable insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability \$1,000,000.00
- 3) \_\_\_\_\_ Automobile Bodily Injury and Property Damage Liability for all owned, non-owned and hired automobiles operated in connection with the performance of the contract. Minimum limits of liability: Single limits of Property Damage and Bodily Injury \$ \$1,000,000.
- 4) \_\_\_\_\_ Builder's Risk - Amount of the Contract
- 5) \_\_\_\_\_ Professional Liability/ Errors and Omissions in the amount of \$1,000,000.

Certificate of Insurance. Prior to beginning work under the contract, the Contractor shall furnish the Town of Orleans a Certificate of Insurance naming the Town as 1) \_\_\_\_\_ an additional insured or 2) \_\_\_\_\_ certificate holder acceptable to said Town evidencing the existence of the foregoing insurance coverage. Such Certificate also shall provide that the Town of Orleans will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.

**Attachment F**

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

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

(1) Real Property:

(2) Type of Transaction, Agreement, or Document:

(3) Public Agency Participating in Transaction:

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

\_\_\_\_ Lessor/Landlord \_\_\_\_ Lessee/Tenant

\_\_\_\_ Seller/Grantor \_\_\_\_ Buyer/Grantee

\_\_\_\_ Other (Please describe): \_\_\_\_\_

(6) 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 per cent 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. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) 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 listed below (insert "none" if none):

## Attachment F

### DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY

**M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, 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 extension 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 commissioner 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 time-shares 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 the 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.*

**Attachment F**

(9) This Disclosure Statement is hereby signed under penalties of perjury.

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Print Name of Disclosing Party (from Section 4, above)

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Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)