

# **ADDENDUM NO.2**

**FOR**

**REQUEST FOR PROPOSAL (RFP)  
DOCUMENT**

**WESTCOMM  
REAL PROPERTY ACQUISITION**

**RFP Solicitation for WESTCOMM**

**facilitated by:**

**Town of Longmeadow, Purchasing Department**

**March 20, 2020**

## **REVISED PER ADDENDUM NO.2:**

### **REQUEST FOR PROPOSAL (RFP) WESTCOMM REAL PROPERTY ACQUISITION**

WESTCOMM (Western Massachusetts Emergency Communications District), a regional emergency communications center currently located within the Chicopee public safety complex is seeking proposals for the purchase of a commercial building with land and parking lot. The property must be available for purchase. Exclusive lease only options will not be considered. Minimum requirements of the purchase are included in the RFP document.

The RFP solicitation process is being facilitated by the Town of Longmeadow Purchasing Department. Complete specifications and RFP packet is available from the Town of Longmeadow, Purchasing Department, Attn: Chad Thompson- Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org) , Phone: 413-565-4185. **Copies of proposal documents will only be available by mail and cannot be picked up.** Proposal documents may also be obtained at no charge at [www.longmeadow.org](http://www.longmeadow.org) , select 'Government', then 'Purchasing' Department, then select the link labeled 'Bids & RFPs', then 'Bid & RFP Finder' to access documents. Proposers are encouraged to contact Chad Thompson to request to be added to the proposal bid list and for all inquiries and questions. Others not registered for the proposal bid list will be responsible for monitoring the website for the issuance of notices and addenda. Failure to acknowledge the receipt of addenda may result in a proposal rejection.

**Due to lack of building access in person drop-offs will not be accommodated. Sealed proposals submissions should be delivered by mail (USPS, UPS, Fedex, etc.) to the following address: Town of Longmeadow, Purchasing Dept-Chad Thompson, 34 Williams Street, Longmeadow, MA 01106, Proposals will be accepted until the revised proposal deadline of Wednesday, May 6, 2020 at 1:30PM. Late proposals not received by the proposal deadline will be rejected. Emailed proposals will not be accepted.** Following the proposal deadline, a public opening will immediately follow at 2:00pm facilitated remotely through Zoom. All attending the Zoom meeting should note that the meeting may be recorded.

#### **Information to access the Zoom public bid opening:**

Join Zoom Meeting

<https://zoom.us/j/99830788601?pwd=UlpvaVdLc3I0aUFXT2ZrVVNBnWRWdz09>

Meeting ID: 998 3078 8601

Password: 577124

One tap mobile

+16465588656,,99830788601#,,577124# US (New York)

+13126266799,,99830788601#,,577124# US (Chicago)

Dial by your location

+1 646 558 8656 US (New York)

+1 312 626 6799 US (Chicago)

Proposal submissions should include six (6) copies of the proposal submission. The District anticipates a purchase through one of the following formats: 1) A monthly lease with exclusive option to complete a purchase agreement within six months of a lease effective date; OR 2) option to complete a purchase agreement with transfer of deed within six months of notice of intent. Purchase is subject to the appropriation of funds.

Proposals will be evaluated and awarded according to Massachusetts General Law, Chapter 30B, Section 16, as amended. The Awarding Authority of WESTCOMM acting through its Board of Directors reserves the right to reject any or all proposals, waive minor informalities, and to award a contract in the best interest of WESTCOMM.

## **I. SCOPE AND SPECIFICATIONS**

WESTCOMM (Western Massachusetts Emergency Communications District), a regional emergency communications center currently located within the Chicopee public safety complex is seeking proposals for the purchase of real property consisting of a commercial building with land and parking lot. Exclusive lease only options will not be considered. WESTCOMM, referred to in this RFP as the 'District', will consider one of the following for the purchase of real property:

- The completion of a purchase agreement with outright purchase for transfer of deed, OR
- A monthly lease with exclusive option to purchase at a pre-established price within six months of the effective lease start date. In the event that a purchase agreement is completed within the six-month lease term, all monthly lease payments paid by the District will be applied and deducted from the purchase agreement purchase price paid to the Seller. Lease payments will be paid in equal monthly installments. Purchase is subject to the District appropriation and availability of funds. After the six (6) month initial lease commitment, if the District fails to enter into a binding purchase agreement, a mutual agreement of both the Seller and District will be required for the option of continued lease arrangements, or the lease will be terminate following the six-month term. In the event that a lease is required in excess of six months, the following lease commitment will continue on a month to month basis, with terminate notice provided by either party to the other with a sixty (60) day advance notice of termination.

**Proposals must include a narrative describing bidder's ability to meet each specification listed below and include specific examples, no submission will be considered if it does not comply with the above format.** The narrative must include the total square footage of the building, the total square footage of the land and parking lot. The narrative must also disclose the following:

- Any and all unreleased mortgages, liens, encumbrances and easements on the property;
- Any and all environmental conditions on the property, including but not limited to underground oil/fuel storage tanks, etc.
- Any and all overdue and unpaid taxes and City of Chicopee charges, which must be satisfied before the acquisition of the property by the District.

**No submission will be considered if it does not comply with the above format and the requirements of this RFP.**

All proposers must submit one (1) original and five (5) bound copies of their proposal submission.

## **BUILDING SPECIFICATIONS**

Minimum requirements:

1. Located in the City of Chicopee, Massachusetts only.
2. A commercial building located within the following Chicopee districts: Business A District, Central Business District, or the Industrial District.
3. 12,000 total gross square feet minimum.

4. Utility access: public water and sewer, electricity, gas, phone, internet.
5. A paved parking lot with a minimum of twenty-five parking spaces.
6. If the building is multi-level office space, it must have elevator access available (ADA Compliance).
7. Two multi-stall restroom facilities to building code (One multi-stall restroom facility per gender).
8. Single occupancy building – No attached tenants.
9. Building electrical service must be at least 200 amps.

## **SITE PLAN**

**All proposers must submit a site plan**, drawn to scale of no smaller than 1" = 50', which indicates the following:

- a. The location and size of existing buildings;
- b. Topography and other natural site features, whether existing or proposed;
- c. The approximate location of all property boundaries, any setbacks, easements, or other encumbrances on the property that affect its use or access, and the identity of abutting property owners and uses of abutting properties;
- d. The location and numbers of paved, on-site parking spaces for the exclusive use of the Facility, whether existing or proposed;
- e. The location of all sidewalks, whether existing or proposed;
- f. The location of fencing and gates, whether existing or proposed;
- g. For existing buildings, a building elevation for all sides of the building(s). Elevation should indicate building construction materials, including windows, doors and other features.
- h. Proposer must submit recent photos of the proposed facility, if existing, including two (2) exterior and six (6) interior photos that indicate the general site exterior and interior.
- i. Note the total square footage of the building/s, the total square of office space and commercial finished space.

## **SITE INSPECTION/WALK THROUGH**

All proposed properties must be made available for a site inspection and walk through to be completed by a committee, to determine an estimate of the cost of renovations of the space to meet the District's needs.

## **ELIGIBLE PROPOSERS**

The following are eligible to submit proposals; the record owner of the property; the broker of other authorized agents of the record owner of the property, provided that such broker or agent must attach a

copy of the letter from the owner indicating such authority; the prospective purchaser of the property, provided that such purchaser must attach a copy of an executed purchase and sale agreement listing a closing date prior to the proposal due date, and a letter from the current property owner indicating their awareness of the proposal.

## **RULE FOR AWARD**

Based on the evaluation of the proposals, the District will reject a proposal that does not meet its minimum requirements. The District intends to select the most highly advantageous property that best meets the District's criteria, and offers the lowest total cost, which includes the purchase price and the District's estimated cost of renovations. After proposals are submitted, the District will conduct site visits of each property which meets the minimum criteria, for the purposes of estimating the renovation costs. The areas to be addressed may include the following cost: utility, upgrades and alterations, generator installation or relocation, building alternations, alterations, office alterations, ADA/Code Compliance, and other miscellaneous costs. These costs will be estimated by the District's team and the Proposer is not to fill in these items on the price form.

Proposers are advised that the District may not purchase a property if the purchase price exceeds 125% of the average assessed value of the property for the past three (3) years. Also, any proposed purchase price greater than the budget of \$1,250,000.00 will be rejected. If the purchase price of the most highly advantageous property exceeds the 125% amount, the District would only be able to acquire the property by eminent domain taking.

## **II. MINIMUM CONTRACT TERMS**

The following minimum contract terms shall be incorporated into the purchase and sale agreement between the District and the Seller. Additional terms and conditions may be added by mutual agreement of the parties.

1. The Seller shall convey the Premises to the District by a good and sufficient quitclaim deed running to the District. If title to the Premises is registered, the deed shall be in a form sufficient to entitle the District to a Certificate of Title to the Premises. Said deed shall convey a good and clear record and marketable title to the Premises, free from all encumbrances with the exception of the following:
  - a. Provisions of existing building and zoning laws;
  - b. Any liens for municipal assessments, betterments or orders for which assessments may be made after the execution of the purchase and sale agreement; and
  - c. Usual public utilities servicing the Premises.
2. The Seller shall deliver full possession of the Premises to the District at the time of delivery of the deed. The Premises shall at that time be: (a) in the same condition as it existed at the time of the award, reasonable wear and tear excepted; (b) in compliance with all building, zoning, environmental and other laws; (c) in compliance with all requirements stated in the RFP; and (d) free of all tenants and occupants. The District shall be entitled to inspect the Premises prior to the delivery of the deed to determine compliance with this section. Included in the sale as a part of the Premises are the buildings, structures, fixtures and improvements existing thereon.
3. The Seller must be prepared to close on the transfer of the Premises following any lease options obligations as outlined in the Request for Proposal document, in Section 1. Scope and Specifications; and following the requirements of the Purchase Agreement. If the deed is transferred to the District during the lease term, lease obligations will cease on the date of the deed transfer. A successful purchase agreement is subject to approval of the funding and purchase of the Premises by the District.

The Seller shall grant all reasonable requests for extensions of deed transfer date made by the District. Prior to the deed transfer closing date, the Seller shall:

- a. Disclose and discharge any and all unreleased mortgages, liens, encumbrances and easements on the Premises;
  - b. Disclose any and all environmental conditions on the Premises, including but not limited to underground oil/fuel storage tanks; and
  - c. Satisfy any and all overdue and unpaid taxes and charges on the Premises.
4. The Seller must be the record owner of the Premises or a duly authorized agent of the record owner.
  5. If the purchase price of the Premises exceeds 125% of the average assessed value of the Premises for the prior three years, the District cannot "purchase" the Premises, and must "take" it by eminent domain. The District will not consider any proposals in excess of \$1,250,000.00, the budget.
  6. If the Seller's post-award estimate of renovation costs is substantially in excess of the District's initial estimated renovation costs, the District reserves the right to cancel the award.
  7. The laws of the Commonwealth of Massachusetts shall govern the purchase and sale agreement, the transfer of the Premises and all other rights and obligations of the parties related to the Premises. The sole and exclusive forum and venue for the resolution of any question of law or fact arising out of the Premises and the transfer thereof shall be the Superior Court of Hampden County (except claims for a value of less than \$25,000.00, which may be brought in the Springfield District Court), or the United States District Court for the Western District of Massachusetts, all sitting in Springfield, Massachusetts.
  8. The District's obligations under the purchase and sale agreement are subject to appropriation of sufficient funds therefor.
  9. Or, in the event of a lease option with exclusive option to purchase:  
A monthly lease with exclusive option to purchase at a pre-established sale price within six months of the effective lease start date. In the event that a Purchase Agreement is completed within the six-month lease term, all monthly lease payments paid by the District will be applied and deducted from the purchase price paid to the Seller. Lease payments will be paid in monthly installments. Purchase is subject to the District appropriation and availability of funds. Following the six (6) month initial lease commitment, if the District fails to have completed a binding purchase agreement, mutual agreement of both the Seller and District will be required for the option of continued lease arrangements, or the lease will be terminate following the six-month term. In the event that a lease is required in excess of six months, the following lease commitment will continue on a month to month basis, with terminate notice provided by either party to the other with a sixty (60) day advance notice of termination. The Minimum Contract Terms, Items 1 through 8 shall apply to the purchase agreement if completed.

The Seller shall indemnify the District and hold the District harmless from and against any and all costs, claims, damages, obligations and liabilities of any nature whatsoever, including, without limitation, court costs and reasonable attorney's fees, incurred by the District and arising from any breach of the Seller's representations and warranties contained in the purchase, lease-purchase, and sale agreement or any other document required thereunder. The provisions of this section shall survive the termination or expiration of the purchase and sale agreement

### **III. MINIMUM EVALUATION CRITERIA**

1. Located in the City of Chicopee, Massachusetts only.

**Yes            No**

2. A commercial building located within the following Chicopee districts: Business A District, Central Business District, or the Industrial District.

**Yes            No**

3. 12,000 minimum gross square feet of primarily office space.

**Yes            No**

4. Utility Access: Public water and sewer, electricity, gas, phone and internet.

**Yes            No**

5. A paved parking lot with a minimum of twenty-five parking spaces.

**Yes            No**

6. If the building is multi-level of office space it must have an elevator (ADA Compliance).

**Yes            No**

7. Two or more multi-stall restroom facilities to building code (one multi-stall restroom per gender).

**Yes            No**

8. Single occupancy building- no attached tenants.

**Yes            No**

9. Building electrical service must be at least 200 Amps.

**Yes            No**

10. Seller is the property owner or an agent authorized by the owner.

**Yes            No**



#### IV. COMPARATIVE EVALUATION CRITERIA

Proposals that meet the minimum criteria will be further evaluated and rated on the basis of the following comparative criteria. The city reserves the right to ask any Proposer to provide additional supporting documentation in order to verify responses. Proposals will be evaluated by the evaluation committee with the assistance of certain non-committee members as required.

##### **Evaluation standards:**

1. **HIGHLY ADVANTAGEOUS:** Contractor presents compelling evidence of possession of a thorough command of the Evaluation Item.
2. **ADVANTAGEOUS:** Contractor presents persuasive evidence of possession of at least a partial command of the Evaluation Item.
3. **NOT ADVANTATEOUS:** Contractor presents vague evidence of possession of any command of the evaluation Item.
4. **UNACCEPTABLE:** Contractor fails to present any evidence of a command of the Evaluation item.

##### **1. Location of Facility:**

###### **Highly Advantageous**

- Facility is located within less than three miles from an entry or exit of one or more of the following major highways: 291, 90, 91 or 391.

###### **Advantageous**

- Facility is located within three (3.0) to five (5.0) miles from an entry or exit of one or more of the following major highways: 291, 90, 91 or 391.

###### **Not Advantageous**

- Facility is located more than five miles from an entry or exit of one or more of the following major highways: 291, 90, 91 or 391.

##### **2. Lot Size:**

###### **Highly Advantageous**

- Proposer offers a commercial building on a lot that is six (6.0) or more acres.

###### **Advantageous**

- Proposer offers a commercial building on a lot that is in the range between one to five acres.

###### **Not Advantageous**

- Proposer offers a commercial building on a lot that is less than one acre in size.

3. **Occupancy:**

**Highly Advantageous**

- Proposer agrees to either of the following available options: 1) Complete a purchase agreement; 2) Lease agreement with exclusive option to purchase.

**Advantageous**

- Proposer agrees to only the following option: 1) Complete a purchase agreement only with no lease option.

**Not Advantageous**

- Disregard/Not Applicable.

4. **Electrical:**

**Highly Advantageous**

- Facility is equipped with over two hundred (200) amps of electrical service.

**Advantageous**

- Facility is equipped with two hundred (200) amps of electrical service.

**Not Advantageous**

- Facility is equipped with less than two hundred (200) amps of electrical service.

5. **Building Square Footage of Finished Office Space:**

**Highly Advantageous**

- Minimum gross square footage required is 12,000 of which office and commercial finished square footage is more than 12,000 square feet.

**Advantageous**

- Minimum gross square footage is 12,000 of which 10,000-12,000 is office and commercial finished square footage.

**Not Advantageous**

- Minimum gross square footage is 12,000 of which less than 10,000 is office and commercial finished square footage.

6. **Parking Space:**

**Highly Advantageous**

- Proposer offers thirty-five (35) or more on-site, outdoor, full-sized, paved parking spaces for the exclusive use of the facility.

**Advantageous**

- Proposer offers thirty to thirty-four (30-34) on-site, outdoor, full-sized, paved parking spaces for the exclusive use of the facility.

**Not Advantageous**

- Proposer offers twenty-five to twenty-nine (25-29) outdoor, full sized, paved parking spaces for the exclusive use of the facility.

**7. Generator:**

**Highly Advantageous**

- Facility has a working generator in place to service the facility.

**Advantageous**

- Facility has ample space to accommodate a generator.

**Unacceptable**

- Facility does not have space to accommodate a generator.

**V. PROCEDURAL REQUIREMENTS**

**A. Submission of Proposals**

1. Any Proposer submitting a Proposal in response to this RFP shall mail in a sealed envelope containing six (6) copies of their proposal submission. Due to lack of building access and in person delivery, all proposals should be mailed (USPS, UPS, Fedex, etc.) to the following revised delivery address:

**Town of Longmeadow  
Chad Thompson-Purchasing Dept  
34 Williams Street  
Longmeadow, MA 01106**

2. **Proposals must be received at this address no later than 1:30 pm EST on Wednesday, May 6, 2020.** The deadline will be strictly observed. Proposals received after the deadline will be rejected as late and non-responsive.
3. Proposal shall be delivered by US Mail, Federal Express, or other such service. Delivery by facsimile or email is prohibited. It is recommended that proposal submission be delivered in advance of the day of the proposal deadline.
4. Proposals will be analyzed by an Evaluation Committee created on behalf of WESTCOMM.
5. Supplemental information or clarification of information submitted may be requested by the WESTCOMM and obtained from Proposers. The most advantageous Proposal will be recommended for final approval. In connection with the evaluation of Proposals, oral presentations may be requested of all or some of the Proposers.
6. In accordance with the Massachusetts General Laws, Chapter 30B, Proposals shall be assembled and

submitted as follows:

- a) Complete Proposal– which shall include all required items, information, and a detailed Site Plan explaining how the Proposal meets all specifications and will be implemented.; and,
- b) Price Proposal– which shall include only the proposed Purchase Price.

The Technical and the Price Proposal may be submitted together in a sealed envelope and do not need to be submitted separately. The envelope should be labeled:

## **RFP: WESTCOMM REAL PROPERTY ACQUISITION**

### **7.Responses must contain property executed forms including:**

- Request for Proposal Form, completed and signed;
- Tax Certification Affidavit, signed and notarized;
- Non Collusion/Fraud statement, signed
- Disclosure of Beneficial Interest form, completed and signed;
- Price Proposal Form

Proposal Forms shall be completed in ink, by computer or by typewriter. The price of each item shall be stated in words and in figures. All blanks must be filled in. Proposals by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8. Each Proposal Form shall contain an acknowledgement of receipt of all addenda as may be made to this RFP (the numbers of which shall be filled in on the Form). The address to which communications regarding the Proposal are to be directed shall be shown.

9.A Proposer may correct, modify or withdraw its Proposal by written notice received by the Longmeadow Purchasing Department at the address specified above, prior to the time and date specified for the receipt of Proposals. After such time, a Proposer may not change the price or any other provision of its Proposal in a manner prejudicial to WESTCOMM or to fair competition.

10.As provided in M.G.L. c. 30B, § 6, the Proposals shall be opened publicly, however due to the pandemic the public opening will be remote facilitated through Zoom. Note the conference may be recorded. Access information for the Zoom conference is supplied with this addendum. A witness for WESTCOMM will also be attending the conference.

11.The District evaluation committee shall determine the most advantageous Proposal from a responsible and responsive Proposer, taking into consideration price and the evaluation criteria set forth in the RFP. The District shall award a lease which has a sole purchase option for the District, or direct purchase by way of purchase agreement with deed transfer to the District. The parties may extend the time for acceptance by mutual agreement. The District, in its sole discretion, may condition an award on successful negotiation of additional conditions of sale required to make the property ready and advantageous for the District. However, Proposers shall not specify items for negotiation in their Proposals, or otherwise condition their Proposals on negotiation of requirements in the RFP, including requirements of the Contract. Inclusion of any such condition on a Proposal shall be cause for rejection of the Proposal.

12.If the WESTCOMM awards the Contract to a Proposer who did not submit the lowest price, it shall explain in writing the reasons for the award, specifying in reasonable detail the basis for determining that the quality of services under the contract will not exceed its actual needs.

13.As provided in M.G.L. c. 30B, § 12, the WESTCOMM may not enter into a Contract unless funds are available.

#### **14. Inquiries**

No interpretation or the meaning of the requirement of this RFP will be given out except in response to a written request submitted to:

**Chad Thompson**  
**Town of Longmeadow, Procurement Manager**  
**ON BEHALF OF WESTCOMM**  
**Email: [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org)**  
**Phone: 413-565-4185**  
**FAX: 413-565-4370**

All questions must be submitted in writing to the Office of Procurement via mail, fax, or email no later than April 27, 2020 at 5:00 PM local time. All answers and questions will be provided to all parties who have obtained copies of this RFP. Any addenda so issued shall become part of the RFP.

#### **VI. WESTCOMM RESERVATION OF RIGHTS**

A. WESTCOMM reserves the right to:

1. Reject any or all Proposals
2. Conduct investigations with respect to the qualifications of each Proposer, or to verify documentation submitted
3. Supplement, amend, or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another RFP
4. Issue additional subsequent solicitations for Proposal

**END OF THE RFP**

**WESTCOMM REAL  
PROPERTY ACQUISITION**

**PROPOSAL SUBMISSION  
FORMS (1 of 6)**

**Due to closure of buildings due to the pandemic and lack of building access, in person drop-off of proposal submissions cannot be accommodated. Proposers should submit sealed proposals delivered by mail (USPS, UPS, FedEx, etc.) to the following address:**

Town of Longmeadow  
Purchasing Dept-Chad Thompson  
34 Williams Street  
Longmeadow, MA 01106,

Proposers should allow adequate time for mailing. Proposals will be accepted until the revised proposal deadline of Wednesday, May 6, 2020 at 1:30PM. Late proposals not received by the proposal deadline will be rejected. Emailed proposals will not be accepted. Following the proposal deadline, a public opening will immediately follow at 2:00pm facilitated remotely through Zoom (See page 2 & 3 for Zoom access instructions).

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.**

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This Proposal is submitted by: \_\_\_\_\_

(Company Name)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

I acknowledge receipt of addenda numbered: **1**, **2**, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**SALE PRICE:**     \$ \_\_\_\_\_

**Signature of Authorized Signer:** \_\_\_\_\_

**Printed Name and Title of Authorized signer:** \_\_\_\_\_

**PROPOSAL SUBMISSION  
FORMS (2 of 6)**

**INFORMATION ABOUT THE PROPERTY FOR SALE:**

Answer the following questions regarding the building and property:

1. Property Location/ Address: \_\_\_\_\_
2. Supply the Chicopee assessor's parcel ID: \_\_\_\_\_
3. Copy of the current deed (Supply)
  - a. Owner(s) Name: \_\_\_\_\_
  - b. Owner(s) mailing address \_\_\_\_\_  
\_\_\_\_\_
4. Are there any leases in existence with the real estate? **YES**\_\_\_\_, **NO** \_\_\_\_
  - a. If yes, have you supplied the lease details? **YES**\_\_\_\_, **NO** \_\_\_\_
5. Total gross square footage of the building space: \_\_\_\_\_ **Square Feet**
6. Circle which utilities listed below is available at the building:  
Public water & sewer, electricity, gas, phone, internet, other: \_\_\_\_\_
7. The paved parking lot has how many parking spaces available? \_\_\_\_\_ **Parking Spaces**
8. Is the building multi-level of office space: **YES**\_\_\_\_, **NO** \_\_\_\_  
**If yes**, is there an elevator? \_\_\_\_\_
9. How many multi-stall restroom facilities are in the building? \_\_\_\_\_  
(For example one female restroom facility room with four stalls= one restroom facility)
10. Is the building a single occupancy building with no attached tenants? **YES**\_\_\_\_, **NO**\_\_\_\_
11. How many amps is the building electrical? \_\_\_\_\_ **Amps**
12. Have you submitted in information requested that is listed under RFP section 'SITE PLAN'? **YES**\_\_\_\_, **NO**\_\_\_\_
13. How many acres of land comes with the property? \_\_\_\_\_ **Acres**
14. Which of the following options is available to the District for the purchase of the property for sale?
  - a. Outright purchase, transfer of deed. **YES**\_\_\_\_, **NO**\_\_\_\_
  - b. Monthly lease with exclusive option to purchase. **YES**\_\_\_\_, **NO**\_\_\_\_

For purchase Option b, what is the monthly lease price for a lease  
commitment up to six months: \$\_\_\_\_\_ **per month**

**PROPOSAL SUBMISSION  
FORMS (3 of 6)  
Certificate of Non-Collusion**

The undersigned certified 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.

\_\_\_\_\_  
Name of Person Signing Proposal

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE  
TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

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**Statement of Tax Compliance**

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Countersignature of Individual or  
Corporate Name (mandatory)

\_\_\_\_\_  
By: Corporate Officer (mandatory)

\_\_\_\_\_  
\*\*Social Security No. or Federal Identification No.

\*Approval of a contract or other Agreement will not be granted unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. Chapter 62C, Section 49A.



**PROPOSAL SUBMISSION  
FORMS (4 of 6)**

**CERTIFICATE OF AUTHORITY**

(Corporations and Limited Liability Companies only should complete this form)

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_ it was VOTED that  
(Name of Corporation or Limited Liability Company) (Date)

\_\_\_\_\_ (Name) \_\_\_\_\_ (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal, shall be valid and binding upon this company.

I hereby certify that I am the clerk, manager or member-manager of the above named corporation or limited liability company and that \_\_\_\_\_ is the duly elected manager or officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

\_\_\_\_\_ (Date) \_\_\_\_\_ (Clerk, Manager or Member-Manager)

Seal

**PROPOSAL SUBMISSION  
FORMS (5 of 6)**

**DISCLOSURE STATEMENT  
ACQUISITION OR DISPOSITION OF REAL PROPERTY**

For acquisition or disposition of Real Property by \_\_\_\_\_ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts **General** Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

- (1) REAL PROPERTY DESCRIPTION:
- (2) TYPE OF TRANSACTION:
- (3) SELLER or LESSOR:
- (4) BUYER or LESSEE.
- (5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:  

<u>NAME</u>	<u>RESIDENCE</u>
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- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 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 thirty (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: \_\_\_\_\_

**PROPOSAL SUBMISSION**  
**FORMS (6 of 6)**

Proposals shall be typewritten or written in ink on the enclosed forms. Officials of Corporations shall designate their official titles. Partners or Sole Owners shall so state, giving names of all interested Parties. Bid must be submitted in a sealed container and shall be guaranteed for sixty (60) days

Submission Requirement Checklist

- \_\_\_\_\_ Request for Proposal Submission Forms completed & signed (6 pages)
- \_\_\_\_\_ Supply a W-9 Form
- \_\_\_\_\_ One (1) Original and Five (5) Copies of the Complete Proposal
- \_\_\_\_\_ All responses as required by the bid documents (listed on Submission Form Pg 2 of 6)
- \_\_\_\_\_ Acknowledge Receipt of all addenda if issued