

REQUEST FOR PROPOSALS
RFP FLLAC #3P

PURCHASE OF CLASSROOM SPACE AND OTHER
SPACES USED FOR EDUCATIONAL PURPOSES BY
THE FLLAC COLLABORATIVE

Public Release of RFP: December 26, 2018
Proposals Due: January 29, 2019
Anticipated Award Date: March 14, 2019

Awarding Authority:

FLLAC Educational Collaborative

Introduction:

The Fitchburg, Leominster, Lancaster and Clinton Educational Collaborative, , an educational collaborative duly organized pursuant to Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts, having a current principal place of business at 2 Shaker Road, D215, Shirley, MA 01464, hereinafter "FLLAC," is an approved public school entity through the Massachusetts Department of Elementary and Secondary Education. FLLAC was founded in 1975 by the original member districts, Fitchburg, Leominster, Lancaster and Clinton. FLLAC currently has eleven member districts, Fitchburg, Leominster, Clinton, Ayer Shirley Regional, Ashburnham Westminster Regional, Gardner, Winchendon, West Boylston, Lunenburg, Quabbin Regional and North Middlesex Regional. It continues to be governed by a Board of Directors who ensures that its purpose of providing educational, clinical, and therapeutic services to children in grades Kindergarten through 12, as well as extended services to age 22, to public school districts in North Central Massachusetts is upheld.

FLLAC has operated for over forty years in compliance with Massachusetts Special Education Regulations. These mandated educational services have been, and will continue to be provided to member and non-member districts within a sound established financial structure. FLLAC has always operated without default or loss of funding.

FLLAC currently employs approximately one hundred full and part-time dedicated employees and serves over 120 students per year from member and non-member districts. Ongoing civic partnerships further foster student understanding of the role they have as equal and productive members of their community. As we continue to evaluate and further develop programs to complement and strengthen the needs of our member districts, FLLAC strives to build capacity aimed at improved student outcomes and enhanced educational opportunities. Our practices are consistent with the overall mission of increasing students' self-determination, independence, and academic achievement.

FLLAC provides services to students in a variety of educational settings. Students who are on the Autism Spectrum or who have significant intellectual or developmental disabilities are served in substantially separate classrooms housed in public school buildings with age appropriate peers in our ASD/DD Program. Elementary aged students with social emotional and behavioral needs are served in a Public Day Program, The Caldwell Elementary Program, located in Townsend MA. Middle and High School aged students with learning and social emotional needs are served in a second Public Day Program, The Caldwell Alternative Middle High School, located in Fitchburg MA.

Project Description:

The Collaborative is seeking proposals to purchase a suitable space to house a current program, The Caldwell Alternative Middle-High School.

Project Schedule:

Pre-Proposal Current Site visit: January 2019

Bids due: January 29, 2019

Recommendation to BOD: January 31, 2019

Move in date: August 14, 2019

Request for Proposals:

Pursuant to Chapter 30B, Section 16 of the Massachusetts General Laws, FLLAC invites proposals to purchase space for use by FLLAC in accordance with a standard purchase agreement in the form attached Appendix IX (Sample Purchase Agreement) and the specifications as outlined in this RFP.

FLLAC has designed this RFP to provide for an open, fair, and competitive process for selecting purchased space(s) by informing all potential Proposers of:

- The steps Proposers must take in order to have their proposals considered;
- The procedure followed by FLLAC in evaluating proposals and selecting the most advantageous one;
- The criteria for such evaluation and selection;
- And the terms and conditions of the purchase to be executed between the chosen Proposer and FLLAC.

FLLAC is requesting proposals for the purchase of approximately 17,000-20,000 square feet of space, on a suitable site, to be used as a central site for one of our existing programs: The Caldwell Alternative Middle-High School. Proposals must be submitted in accordance with the instructions for Preparation, Labeling and Submission of Purchase Proposals. Proposals should be clearly marked "Caldwell Alternative Proposal" and should identify the name and address of the Proposer.

Notice of this RFP is published in the Central Register, which is a weekly publication of the Office of the Secretary of State, and in the Worcester Telegram, which is a newspaper with a circulation sufficient to inform the people of the affected locality. Additionally this RFP is also posted on FLLAC's website (www.flac.org).

The Request For Proposals (RFP) may be obtained from the Offices of the Collaborative, Monday through Friday, between 8:30 A.M. and 5:00 P.M. local time, beginning on December 26, 2018.

Proposals must be delivered to the attention of:

Richard Murphy, Ph.D. Executive Director
FLLAC Educational Collaborative
2 Shaker Road, Suite D215
Shirley, MA 01464

Proposals must be delivered by 10:00 A.M. EDST on January 29, 2019. The clock in FLLAC shall be considered official. No late, faxed, or conditional proposals shall be accepted. The Proposer assumes the risk of any delay in the mail. Proposals received after the official Proposal Due Date and time will not be accepted or reviewed. In the event of the office being closed for some unforeseen reason, the proposal will be due by 10:00 A.M. on the next business day in which FLLAC is open.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the administrative offices of FLLAC by January 29, 2019. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

All Proposals shall conform to the requirements of Massachusetts General Laws Chapter 30B, Section 16 and applicable procurement regulations. Proposals shall be received in a sealed envelope, clearly marked "RFP: Caldwell Alternative Proposal". The Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. Each Proposal shall include a Price Proposal and a Non-Price Proposal. Each Proposal shall be submitted in accordance with the Proposal Submission Requirements set forth herein in order to be considered for award. All Proposals submitted shall be typed or printed using a standard twelve (12)-point font and a blank line between paragraphs. Pages shall be numbered. Five (5) copies of each proposal are required.

Each Proposal shall be submitted in accordance with the Proposal Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for ninety (90) days, Saturdays, Sundays, and legal holidays excluded, subsequent to the time of the opening of Proposals.

FLLAC will not reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP, including costs incurred for site visits or preliminary engineering analyses.

Submission of a Proposal shall be conclusive evidence that the Proposer is familiar with all the conditions of the proposed Purchase. Upon finding any omissions or discrepancy in this RFP, the Proposer shall notify FLLAC immediately so that any necessary addenda may be issued. Failure of the Proposer to investigate completely the Property to be thoroughly familiar with this RFP and any addenda shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to FLLAC prior to the deadline and shall be contained in a sealed envelope clearly marked "CORRECTION, MODIFICATION OR WITHDRAWAL OF PROPOSAL FOR RFP: PURCHASE OF EDUCATIONAL SPACE." No corrections, modifications, or withdrawal of Proposals will be permitted after Proposals have been opened.

By submission of a Proposal, the Proposer agrees, if its Proposal is accepted, to enter into a Purchase Agreement with FLLAC that incorporates all of the requirements of this RFP. The Proposer further accepts all of the terms and conditions of this RFP. The successful Proposer shall be required to execute a Purchase Agreement the same as or substantially similar to the Purchase Agreement that is attached hereto and incorporated herein by reference.

Proposals will only be considered if they are signed and submitted by: (a) the owner of the property, or (b) the owner's legally authorized agent or representative. If the proposer is not the owner of the property, the proposal must include written evidence of the proposer's authority to submit the proposal, such as a copy of a letter or other writing from the owner of the property, authorizing the agent or representative (as the case may be) to act on the owner's behalf.

It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by FLLAC. As this RFP has been published on FLLAC's website (www.fllac.org), all proposers are responsible for checking FLLAC's website for any addenda and/or modifications that are subsequently made to this RFP or the attachments.

FLLAC accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the FLLAC's Executive Director in the event this RFP is incomplete or the proposer is having trouble obtaining any part of the RFP electronically through FLLAC's website (www.fllac.org), including, and without limitation, the proposal form and attachments.

Any purchase of space by FLLAC will be awarded, if at all, pursuant to Massachusetts General Laws Chapter 30B, Section 16, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

Nothing in this RFP will compel FLLAC to enter into a Purchase Agreement. FLLAC may cancel this RFP, may waive, to the extent allowed by law, any informalities, and may reject any and all Proposals, if FLLAC, in its sole discretion, determines said action to be in the best interest of FLLAC. FLLAC may reject as non-responsive any Proposal that fails to satisfy any of the Proposal Submission Requirements.

The Successful Proposer shall, within ten (10) days after presentation thereof by FLLAC, execute a Purchase Agreement in accordance with the terms of this RFP, in the form of the attached Sample Purchase Agreement. Such ten (10) day period may be extended by written agreement of FLLAC and the successful Proposer, executed prior to the expiration of said ten (10) day period.

Massachusetts General Laws Chapter 30B, Section 16 that is incorporated herein by reference will govern all procedures.

For further information, refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

Summary of Space Needs:

- a. **User:** The FLLAC Collaborative.

Type of Space: FLLAC seeks proposals to house school facilities with highly durable finishes in some common educational areas and specifically in locations serving students with challenging social behaviors. Classrooms, of two general types: "Traditional Academic Classrooms" and "Vocational or Shop Classrooms." "Traditional Academic Classrooms" are classroom spaces that are (550-800± sf) but do not share space with adjoining rooms. "Vocational or Shop Classrooms" are classrooms that are between 800 – 1200 sf in size and include specific equipment and appropriate wiring and ventilation for a wood working shop and a computer lab. The remaining spaces will include recreation area, multipurpose area, offices, conference rooms, clinical treatment counseling rooms, storage areas, bathroom facilities, copy and office machine area, records rooms, reception areas, delivery area, gym, administrative offices, and the like. Facilities Needs List, Appendix II.

- b. **Location:** In Fitchburg, Leominster or a contiguous area preferred. Must be located in a member district of the Collaborative listed in the introduction.
- c. **Amount of Space:** No less than 17,000-20,000 SF of net usable space.
- d. **Required Occupancy Date:** August 14, 2019
- e. **Term:** Purchase Agreement
- f. **Estimated Demand for Parking:** Reserved Parking: 30-35 spaces, including 2 handicapped spaces.
- g. **Accessibility:** Access to the property, the Building and the Premises must be free of barriers preventing access to and use of the Premises by individuals with disabilities in accordance with applicable state and federal regulations.
- h. **Drop-off Area:** The facility must allow for drop off and pick up of visitors and staff from cars at the front entrance and students arriving and departing from specialized vans and other vehicles to attend school. Drop off areas will be at designated entrances of the building or as designed to accommodate those students requiring specialized entrances.
- i. **Outside Recreational Area:** Facility capable of providing outside active and passive recreational areas for students of various ages, in proximity to the building.

Procedures for Evaluation:

- a. FLLAC will evaluate all proposals for conformity to the requirements, and for the degree to which they satisfy the qualitative criteria and policy objectives as defined in this RFP.
- b. **Initial Review:** FLLAC reserves the right to, if deemed to be in its best interest, (i) waive portions of the RFP for all Proposers, (ii) excuse minor informalities in any proposal, (iii) accept a different Amount of Space than the Amount of Space sought in the RFP, (iv) request Proposers who submitted proposals to submit best-and final offers, (v) reject any part of any proposal, and (vi) reject all proposals.
- c. **Site Visits:** FLLAC or its representatives will conduct site visits to any proposed building, as necessary, to verify the information provided in the proposal and evaluate the suitability and availability of the proposed Premises. The Proposer, or a knowledgeable and authorized representative, must be present at the site visit.
- d. **Evaluation of Qualifying Proposals and Rule for Award:** All qualifying proposals will be evaluated and compared based on the qualitative criteria, including but not limited to ability to perform and deliver for occupancy in a timely manner, and with regard to FLLAC's objectives. FLLAC will then prepare a cost analysis, which estimates and compares total costs of occupancy for all proposals evaluated. FLLAC will make the final selection of a proposal. The most advantageous offer from a responsive and responsible Proposer, taking into consideration all evaluation criteria, price and cost to FLLAC, will be selected.
- e. **Notification of Proposers:** Upon selection of a proposal, FLLAC will notify all Proposers of the decision in writing. Such notification does not represent a contract, nor does it commit FLLAC to enter into a contract. It is assumed that both parties will make a good-faith effort to negotiate a Purchase Agreement acceptable to FLLAC and the seller, but if agreement is not reached, FLLAC reserves the right to re-advertise or approach another Proposer.
- f. **Preparation of the Purchase Agreement:** After a proposal has been selected, the selected owner will be contacted by FLLAC to finalize a Purchase Agreement. The terms of this must be consistent with the RFP and the selected proposal, and must be substantially in the form attached to this RFP as the Sample Purchase Agreement, Appendix IX.
- g. **Turnkey Facility:** The Seller shall provide a turn-key facility that meets the needs of FLLAC

Occupancy:

FLLAC will take occupancy of the premises on or before August 14, 2019 only after the seller has obtained Certificates of Occupancy from the local building department.

A proposal must meet the following requirements in order to be considered qualifying and undergo further evaluation.

Requirements:**a. Building Condition**

- I. Building Codes:** The proposed building and spaces and any improvement must comply with all applicable federal, state, and local code requirements or FLLAC must be satisfied that it can and will be brought into substantial compliance by the required occupancy date. Such codes include, but are not limited to, Massachusetts State Building Code, Massachusetts Architectural Access Board Regulations, and other applicable Codes of Massachusetts Regulations (CMRs).
- II. Life Safety:** The space shall be sprinkled throughout. The building and premises must comply with building codes. Requirements vary according to local practice. Life safety hazards detected either before or during occupancy shall be corrected at the Proposer's expense. At all sites, FLLAC requires emergency lighting to be upgraded to comply with current code standards for new construction within the premises and along all paths of egress. All fire protection equipment and materials must be maintained in accordance with applicable codes and ordinances. This includes, but is not limited to, fire doors, fire walls, fire stops, fire extinguisher, fire escapes, exit route diagrams, exit signs, emergency lighting and alarm systems.
- III. Barrier-Free Access:** The proposed spaces, building and site must be free of barriers preventing an "Accessible Route" to and from the proposed parking and building spaces by persons with disabilities. Clearly indicate the "Accessible Route" and how the seller will remove or modify such barriers if they exist and provide bathrooms, lifts, elevators, ramps etc. as may be required to provide accessibility as stated above and comply with the Massachusetts Architectural Access Board and the American with Disabilities Act requirements.
- IV. Harmful Materials:** Indicate existing conditions, test, identification, removal and control of all harmful contaminants, dust or gases. The seller shall provide certified testing before signing of any Purchase Agreement which identify all potentially "Harmful Materials" such as asbestos and lead paint and recommendations for encapsulation, removal or abatement. In addition, seller needs to provide certified testing signing any purchase agreement or, which identify all existing air quality and sate compliance with acceptable Air Quality standards.

b. Systems and Enclosures

I. HVAC: HVAC systems must be fully automatic and capable of maintaining minimum winter temperatures of 68° F and a maximum summer temperature of 74° F throughout the premises. HVAC sound levels not to exceed a room criterion (RC) number of 35.

II. Electrical Service: Electrical service must be of sufficient capacity or provide adequate power for electrical equipment to be installed as part of the building plus power required to operate all agency furnished equipment.

c. Common Areas

I. Rest Rooms: The seller must provide rest rooms as dictated by code.

II. Parking: 30-35 spaces including two (2) handicapped spaces. Designated parking area for up to two (2) agency vans.

d. Structure and Layout

I. Total Square Footage: No less than 17,000-20,000 SF of net usable space. FLLAC reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets FLLAC's space needs. The acceptable variance is generally limited to 10%.

II. Improvements: Proposer must agree to substantially meet the specifications in **FACILITIES NEEDS LIST**, Appendix II, or must suggest, within the proposal, alternatives acceptable to FLLAC.

Notwithstanding the foregoing, the space shall meet all federal, state, and local laws, rules, and regulations. To the extent that the foregoing requirements conflict with federal, state, and local laws, rules, and regulations, the laws, rules, and regulations shall control.

Submission Requirements:

Each proposal shall contain a price proposal and a non-price proposal.

a. PRICE PROPOSAL: To be considered responsible and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" Appendix III, enclosed herewith.

b. NON-PRICE PROPOSAL: To be considered responsible and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following format:

- I. Letter of Transmittal:** Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least ninety (90) calendar days from the opening of Proposals.
- II. Table of Contents:** Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.
- III. Main Content:**
 - 1) A fully executed Proposal.
 - 2) A fully executed Certificate of Non-Collusion.
 - 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A).
 - 4) A fully executed Disclosure of Beneficial Interests in Real Property Transaction Form (M.G.L. c. 7C, §38).
 - 5) A fully executed Conflict of Interest Certification (M.G.L. c.268A).
 - 6) A fully executed Certificate of Corporate Proposer.
 - 7) A fully executed Certificate of Compliance with M.G.L. c. 151B.
 - 8) A fully executed Certificate of Non-Debarment.
 - 9) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met shall be submitted with the Proposal documents.
 - 10) The name, address, telephone number and email address of the individual submitting the Proposal who will serve as the organization's primary contact with FLLAC.
 - 11) A description of the organization, its year of founding, its mission purpose, legal status (specifying any parent subsidiary companies), its membership composition, and its leadership structure. Each Proposer shall include a list of members of the board if applicable. Each Proposer shall also identify any name changes in the past ten (10) years.
 - 12) A summary of the Proposer's Property (with descriptions of location, building systems, parking, access to highways, etc.)
 - 13) A description of experience with similar municipal sales, if any, within the last ten (10) years. This shall include a brief description of the location and costs of such sales.
 - 14) A description of past performance in both public and private sales to which the Proposer was a party.
 - 15) Contact name, phone number and, if applicable, contract name, for up to three (3) current references, ideally from leases or purchasers.
 - 16) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the leasing or purchasing of property.

- 17) A statement of financial stability of the Proposer.
- 18) Location of the building, description of the age and nature of construction and current condition, square footage being offered and whether it is on one level or multiple levels.
- 19) Description of the current configuration of the space.
- 20) A floor plan indicating the current breakdown into classrooms, common spaces, offices and conference rooms including dimensions.
- 21) All handicap accessible areas, and a description in full of any of the offered space that is not handicap accessible.
- 22) The available parking, including the number of spaces.
- 23) The capacity and nature of the existing electrical system, any wiring cabling to accommodate a computer network, cable internet access, the HVAC system, the fire alarm sprinkler system and security system.
- 24) The earliest date on which the building offices will be available for occupancy.
- 25) Any other response to requirements imposed by this RFP.

Qualitative Criteria:

The following criteria will be used to compare the relative merits of qualifying proposals. FLLAC will evaluate each proposal for conformance with the objectives, submission requirements, and threshold criteria outlined in this Request for Proposals.

- a. Square Footage:** Proposed space maximizes efficiencies for FLLAC. Proposed space will allow FLLAC to combine programs and or services within one facility.
- b. Access:** Access to the proposed building by public transit, shuttle, automobile, and foot. Proposals are evaluated for ease of access. Proximity to major highways and public transportation will be considered when identified in the RFP.
- c. Proximity:** Proximity to clients, customers, and other offices and facilities with which FLLAC staff and clients regularly interact.
- d. Exterior Site Area:** Provides capability of outside active and passive recreational areas for students of various ages, in proximity to the building, including an exterior space that could include a basketball court and/or an outdoor sitting area.
- e. Age and Condition of Building Enclosure and Systems:** The condition of the building envelope will be evaluated, including the roof, foundation, walls,

and exterior windows and doors. The current condition of HVAC and electrical systems and their ability to handle FLLAC's needs reliably, will be evaluated.

f. Ability to Perform in a Timely Manner. In evaluating the proposals, FLLAC reserves the right to consider a Proposer's demonstrations of his ability to perform in a timely manner and to deliver the premises for occupancy and in compliance with the conditions imposed and agreed to by the date set for delivery of the premises as set forth in the RFP. The Proposer must show the ability of the seller to prepare the proposed space for occupancy and to provide the services required in the RFP in accordance with the accepted standards. It must be shown that the seller has the ability and the finances to substantially complete the required improvements and any other building improvements required for occupancy by FLLAC by the desired occupancy date as represented in the RFP.

g. Cost: FLLAC will evaluate costs based on the present value of the total costs that will be incurred by it to use and occupy the proposed premises under the terms of the proposal or for the entire term of the purchase. These costs include the sale, any additional cost or other sums paid to the seller, operating expenses paid directly by the buyer, such as separately metered utilities, and all other costs directly associated with the use of the premises, including costs of design and permits for building modifications or the cost of shuttle service required to compensate for a building's location. Costs not contained in the proposal will be estimated based on information provided by FLLAC or obtained from market data.

h. Purchase Terms: In evaluating the proposals, FLLAC shall consider any reservations, objections and proposed amendments made by a Proposer as to particular purchase terms in the Purchase Agreement attached to this RFP with preference given to the purchase terms as shown in the Purchase Agreement. FLLAC's acceptance of a proposal, which includes reservations, objections and proposed amendments, shall not constitute acceptance of such reservations, objections and proposed amendments; such terms will be subject to negotiation between the parties to the Sale.

General Specifications:

FLLAC Needs:

These Specifications, combined with the **FACILITIES NEEDS LIST** Appendix II, describe the purchaser standards of needs of FLLAC for the space sought in this RFP. In case of conflict, the combined specifications, as revised by agreement of the Proposer and FLLAC in the light of the selected proposal, clearly identify in the proposal any standards that cannot be met. For any standards that will not be met, the Proposer may suggest an alternative, and FLLAC will determine whether it is equivalent. Using this mechanism, Proposers are encouraged to submit alternative proposals that allow them to use special features of the proposed building to meet

the needs of FLLAC in a better or more cost effective manner. FLLAC's intention is to provide a clear basis for determining whether proposals are acceptable and comparable while also making it possible to take advantage of useful and cost-effective features of existing buildings.

- a. **Electrical:** Provide electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, electrical equipment, and fixtures to be installed and grounded in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department.
- b. **Emergency Lighting and Generator:** Provide emergency lighting in corridors, large conference rooms, and open office areas. Even when older buildings are exempt from new building requirements, the seller must upgrade emergency lighting to comply with current coded standards for new construction within the premises and along all paths of egress.
- c. **Full Height Partition:** Provide full height partitions/walls between all spaces.
- d. **Doors:** Doors and frames to match the acoustical, fire code and security qualities of the surrounding walls.
- e. **Floors:** Must comply with all handicapped requirements with regard to floor materials, door threshold, carpeting height, and anchoring details. All floors to be level and smooth before laying down durable floor finishes.
- f. **Heating and Air Conditioning System:** The distribution system must be designed to allow minimum winter temperatures of 68°F and maximum summer temperatures of 78°F throughout the premises.
- g. **Wiring:** Provide electrical, telephone and data wiring to all spaces with outlets every 8 to 10 feet in classrooms, offices, conference rooms and meeting areas etc.

Evaluation Rubric:

Mandatory Evaluation Criteria		YES	NO
Total area equal to 17,000- 20,000 square feet			
Property is located in Leominster Fitchburg or contiguous <u>member district</u> towns (see list of member districts in introduction.)			
Property is available for FLLAC for proposed uses: On or before August 14 th , 2019			
Property for purchase must be subject to a purchase agreement or that materially conforms to the sample attached purchase agreement			
Property must have a minimum of 2 parking spaces per 1000 square feet of building area			
Property must include safe and adequate pick-up and drop-off locations for school buses and parents			
Entirety of space is handicap accessible and meets all state and federal requirements			
Proposer has supplied all license, approvals and certificates of inspection by state and local agencies including; asbestos, and other hazardous materials surveys (21-E report), lead pant disclosures, mechanical, electrical and plumbing reports			
<i>Proceed to Qualitative Criteria only if all Mandatory Criteria have been answered YES</i>			
Qualitative Criteria	Highly Advantageous	Advantageous	Not Advantageous
Square footage of proposed space	<i>Equals 17,000 SF or more</i>	<i>Does not meet the category of highly advantageous but is within 15,000 SF – 22,000 SF or more</i>	<i>Does not meet the category of advantageous but is within 15,000 SF – 22,000 SF or more</i>
Proximity to major routes	<i>Within 1 mile of major route</i>	<i>Does not meet the category of highly advantageous but is within 3 miles of major Route</i>	<i>More than 3 miles from major route</i>

Proximity to public transit	<i>Within ¼ mile of public transit</i>	<i>Does not meet the category of highly advantageous but is within ½ mile of public transit</i>	<i>More than ½ mile of public transit</i>
Exterior site area (available for active recreational use)	<i>Recreational areas are easily identified and immediately accessible</i>	<i>Recreational areas are available and can be developed within a short walk</i>	<i>Recreational areas space to develop such areas are limited</i>
Age and condition of building systems and components	<i>Building and systems are in good to excellent condition</i>	<i>Building and systems are in good to fair condition</i>	<i>Building and systems are in fair to poor condition</i>
Availability of natural lighting	<i>75% or more of space has access to natural light</i>	<i>Does not meet the category of highly advantageous but 50% or more of space has access to natural light</i>	<i>Less than 50% of space has access to natural light</i>
Property meets minimal technical requirements for electrical, phone and data access (wiring)	<i>Most spaces have access to electrical, data and phone outlets every 8-10 feet</i>	<i>Does not meet the category of highly advantageous but most spaces have access to electrical, data and phone outlets every 10-15 ft. feet</i>	<i>Does not meet the category of advantageous but most spaces have access to electrical, data and phone outlets every 15 or more feet</i>
Property is or can be configured to accommodate the programmatic space requirements as detailed in the FACILITIES NEEDS LIST	<i>Configuration as proposed needs little to no modification</i>	<i>Configuration as proposed needs some modification</i>	<i>Configuration as proposed requires significant modification</i>
Proposer demonstrates the capacity of the proposed Seller, design team, AND contractor to bring the project in on time and substantially complete the project for FLLAC's occupancy by 8/14/2019	<i>Proposer has provided significant documentation and resources to demonstrate capacity</i>	<i>Proposer has provided some documentation and resources to demonstrate capacity</i>	<i>Proposer has provided little to no documentation and resources to demonstrate capacity</i>
Quality and number of references as a Seller in both public and private contexts	<i>Proposers proposal features all positive references as well as one or more positive references from a public sector party</i>	<i>Proposers proposal features all positive references but does not include one or more positive references from a public sector party</i>	<i>Proposers proposal features one or more negative references or did not provide references</i>

Final Award:

A Review Committee established by FLLAC will review and rate the Proposals and rank them.

Based upon the Review Committee's analysis of the Proposals, the Review Committee will make a recommendation concerning which Proposal, if at all, FLLAC should accept. Any Purchase Agreement will be awarded, if at all, pursuant to Massachusetts General Laws Chapter 30B, Section 16, to a responsive and responsible Proposer who has submitted the most advantageous

Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP. There is not currently an Executive Board of Directors vote authorizing:

- Entry into a purchase agreement for the space; or
- Appropriation of funds to pay the mortgage and other expenses associated with entry into the Purchase Agreement.

Any award of a Purchase Agreement as a result of this RFP will be subject to an Executive Board of Directors vote for FLLAC authorizing entry into the purchase and appropriation of funds to pay the mortgage, expenses and costs associated with entry into the purchase.

1. Compliance with Laws

The Seller shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended.

2. Indemnification

The Seller shall assume all indemnification responsibilities described in the Purchase Agreement that is part of this RFP and is incorporated herein by reference.

3. Price Comparison

- A. All proposals shall be valid and may not be withdrawn for ninety (90) days after submission.

4. Financial Support Schedules "Price" Proposal

Each "PRICE" proposal must contain the Price Proposal Form indicating the purchase price that will be charged to FLLAC.

CA RFP Appendices

Appendix

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Certificate of Corporate Proposer	VI
Non-Price Proposal Bid Sheet (Client/Reference List)	VII
Certificate stating that Proposer is not suing FLLAC or member districts	VIII
Sample Purchase Agreement	IX
Certificate of Non-Collusion	X
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APPENDIX I

Building Code Summary

FLLAC Collaborative
Caldwell Alternative Building
44 Wanoosnoc Road
Fitchburg MA

Building Description, September 2017

Building Description: The existing building located at 44 Wanoosnoc Rd sits on approximately 7.348 acres was built in approximately 1955. The building construction TYPE **III-B--Unprotected Combustible** (Also known as "ordinary" construction); has block, brick exterior walls with a wooden roof or floor assembly which is not protected against fire. 2 Hr. Exterior Walls* No fire resistance for structural frame, floors, ceilings, or roofs. The building has served continuously as: **780 CMR 305.0 EDUCATIONAL GROUP E 305.1 Educational Group E per the Mass state building code.** The total above grade building footprint area is approximately 12,312 square feet. There is an additional approximate area of 5,500 square feet that is finished and useable in the basement (lower level). The building is currently occupied and generally in serviceable condition.

APPENDIX II Facilities Needs List

FLLAC RFP 3P
RFP due: January 29, 2019

<u>Room Type</u>	<u>Room sf</u>	<u>Room Count</u>
Completed by:	approx	
Traditional Academic Classrooms (8 @ 600-800sf)	6500	8
Vocational or Shop Classrooms (2 @ 800- 1000 sf)	2000	2
Computer Lab	400	1
ART/Music Room	600	1
Common Area Restrooms Faculty	100	1
Common Area Restrooms Students	150	1
Reception Area(s)	400	1
Principal's Office	450	1
Clinician Offices	450	3
Conference rooms	300	1
Courtyard play ground	1000	1
GYM	2300	1
Common Cafeteria	1000	1
Storage Areas	400	1
Custodial Closets	200	1
Custodial Office	300	1
Nurses Office with Bathroom	400	1
Classroom/Science Lab	700	1
Shop Storage Space	500	1
Approximate TTL	18150	29

Note: the square footage and number of rooms above may vary between the 17,000 and 20,000

APPENDIX III
Price Proposal Form - SALE

Please print legibly.

For a SALE, the Undersigned hereby submits the following prices:

Total PRICE in numbers

Total PRICE in words

Printed Name

Authorized Signature

Date

Printed Title, If a Corporation:

Full Legal Name _____

Officers of Corporation and Addresses

State of Incorporation _____

Principal of Business _____ Zip Code _____

Qualified in Massachusetts Yes _____ No _____

Place of Business in MA _____ Zip Code _____

Tel. _____

Full Legal Name of Surety Company _____

Principal Place of Business _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in MA _____ Zip Code _____ Tel. _____

APPENDIX IV
Certificate of Compliance with M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all State Supplier Diversity Office (SDO) thresholds, as applicable, if they have been established in conjunction with this Request for Proposals.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

APPENDIX V
Certificate of Non-Debarment

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Collaborative within one (1) business day of such debarment, suspension, or prohibition from practice.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

APPENDIX VI
Certificate of Corporate Proposer

I, _____, certify that I am the _____ of the Corporation named as Proposer in the attached Proposal; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Proposal was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

APPENDIX VIII
Certificate stating that Proposer is not suing FLLAC
or member districts

CERTIFICATION that Seller is not in any litigation proceedings with FLLAC where they have provided services or litigation proceedings with any of FLLAC member districts (Ashburnham-Westminster Regional School District, Ayer Shirley Regional School District, Clinton Public Schools, Fitchburg Public Schools, Gardner Public Schools, Leominster Public Schools, Lunenburg Public Schools, North Middlesex Regional School District, Quabbin Regional School District, West Boylston Public Schools and Winchendon Public Schools).

The undersigned certifies under penalties of perjury that the company submitting this RFP is not in any litigation proceedings with FLLAC or any of FLLAC's member districts (Ashburnham-Westminster Regional School District, Ayer Shirley Regional School District, Clinton Public Schools, Fitchburg Public Schools, Gardner Public Schools, Leominster Public Schools, Lunenburg Public Schools, North Middlesex Regional School District, Quabbin Regional School District, West Boylston Public Schools and Winchendon Public Schools).

As used in this certification, the word "company" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

PLEASE PRINT OR TYPE

AUTHORIZED
AGENT: _____

TITLE: _____

SIGNATURE: _____

- (d) Any liens for municipal betterments assessed after the date of this Agreement; and
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with proposed use of said premises;

Any title matter which is the subject of a Title Standard of the Massachusetts Conveyancers' Association at the time for delivery of the deed shall be governed by said Title Standard to the extent applicable.

5. PLANS

If the BUYER desires a new plan of the premises, the BUYER shall obtain such plan at the BUYER'S expense.

6. PURCHASE PRICE

The agreed purchase price for said premises is _____ (\$_____)
dollars, of which

\$ _____	have been paid as a deposit this day and
\$ _____	\$ _____ are to be paid at the time of
	delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
\$ _____	TOTAL

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at _____, on or before the _____ day of _____, 201__, at the _____ County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

8. POSSESSION AND CONDITION OF PREMISE

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 clause 4 hereof.

The 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 clause, after reasonable prior notice to the SELLER and in the presence of a representative of the SELLER. Any inspection requiring boring or other disturbance of the Property shall require prior written permission from the Town. Any disturbance or damage to the Property caused by such inspection shall be repaired by, and the Property shall be restored to its condition prior to the inspection by, the person conducting the inspection.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the 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 the 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, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the 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, then at the BUYER'S option, upon written notice from the Buyer to the Seller, 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 and without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration or 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 the 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 amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his 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.

13. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the 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 simultaneously with the delivery of said deed.

14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	\$ As presently insured

Risk of loss shall remain with SELLER until recording of the deed.

15. ADJUSTMENTS

Real estate taxes and water and sewer use charges shall be apportioned and any fuel value shall be adjusted as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. DEPOSIT

All deposits made hereunder shall be held in escrow by the SELLER subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

17. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and not as a penalty, and this shall be the SELLER'S sole remedy, at law or in equity, for such default.

18. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

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

19. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE

20. CONSTRUCTION OF AGREEMENT

This instrument, executed in four (4) 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 cancelled, modified or amended only by a written instrument executed by both the SELLER and the 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.

21. BROKER COMMISSION OR FEE

The SELLER shall not have any obligation to pay any brokerage commission or fee to any person or entity regarding the acquisition of said premises. The BUYER agrees to indemnify the SELLER against and to hold the SELLER harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted regarding this transaction. The provisions of this paragraph shall survive delivery of the deed.

22. ACCESS TO PREMISES

BUYER may from time to time and at reasonable times prior to the date of the delivery of the deed hereunder, enter the premises to inspect, to take measurements, and to show the premises to prospective mortgage lenders. Said right of access shall be exercised only in the presence of SELLER and only after reasonable prior notice to the SELLER.

23. NOTICE

All notices required or to be given hereunder shall be in writing and deemed duly given when delivered or mailed, postage prepaid, addressed as follows:

If to SELLER:

with a copy to:

And

If to BUYER:

Executive Director
FLLAC Collaborative
2 Shaker Road, Suite D215, Shirley, MA

with a copy to

Felicia Vasudevan, Esquire
MURPHY, HESSE, TOOMEY & LEHANE,
LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

25. MORTGAGE CONTINGENCY CLAUSE

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan, at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts, a written unconditional commitment for such loan cannot be obtained on or before _____, the BUYER may terminate this agreement by written notice to the SELLER prior to the expiration of such time, whereupon 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. The BUYER shall be deemed to have used diligent efforts to obtain such commitment if the BUYER submits one (1) mortgage loan application to a lender of BUYER's choice conforming to the foregoing provisions prior to the execution of this Agreement.

26. MISCELLANEOUS

- (a) The parties agree to sign such ordinary and usual documents as are reasonably required by the BUYER'S mortgage lender, if applicable, to provide the BUYER with mortgage financing;
- (b) Subject to the provisions of Section 4 above, this Agreement shall not be assigned by either party without the prior express written approval of the other party;
- (c) If any provision of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law; and
- (d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law principles.
- (e) The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that the said premises have been equipped with approved smoke detectors in conformity with applicable law and the SELLER shall provide a certificate from the fire department of the city or town in which the Premises are located, either in

addition to or incorporated into the certificate described above, stating that the Premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148, §26F1/2 or that the Premises are otherwise exempted from the statute.

SELLER:

Signature

Printed Name

Printed Title

Dated: _____

BUYER:
FLLAC Collaborative

by: the Board

ADDENDUM TO PURCHASE AND SALE AGREEMENT BETWEEN

1. BUYER and SELLER hereby authorize their respective attorney or agent, as the case may be, to execute on their behalf any extensions to the time of performance under this Agreement and any change of location for delivery of the deed, and the BUYER and SELLER shall be able to rely upon actual signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.
2. **TITLE AND PRACTICE STANDARDS:**
Title shall be determined acceptable under the customary and usual title standards accepted by the Massachusetts Real Estate Bar Association (REBA). Any question regarding the practice or procedure regarding conveyance of the premises shall be governed by the Practice Standard Section of REBA, to the extent applicable.
3. BUYER shall have access to the premises at reasonable times and upon reasonable notice to SELLER for inspections, appraisals, taking measurements, etc., including without implied limitation, the right to inspect the premises just prior to the closing.
4. SELLER represents to the BUYER that to the best of SELLER'S knowledge and belief, there are no underground oil tanks on the premises.
5. SELLER represents to the BUYER that to the best of SELLER'S knowledge and belief, no chlordane or similar related chemicals have been used or incorporated into the premises or are present on the premises.
6. SELLER represents to the BUYER that to the best of SELLER'S knowledge no hazardous waste or hazardous substance has been improperly or illegally generated, stored, handled or disposed of on the premises.
7. SELLER represents and warrants to the BUYER that SELLER has received no written notice of, and SELLER has no actual knowledge of, any fire, zoning, building code, pollution or health violation in or on the premises, and SELLER has received no written notice of, and SELLER has no actual knowledge of, any suits or judgments in relation to any such violation. This representation and warranty shall survive delivery of the deed.
8. **TITLE INSURANCE:**
Notwithstanding anything herein contained to the contrary, the premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless title to the premises is insurable, for the benefit to the BUYER in a fee owner's policy of title insurance at normal premium rates, on a standard ALTA insurance policy by a title insurance company licensed to do business in the

Commonwealth of Massachusetts subject only to the printed exceptions to title normally included in the jacket to such form and exceptions which do not interfere with use or marketability of the premises consistent with the provisions of this Agreement. In the event that an owner's policy of title insurance can only be written with coverage over a known title defect, then BUYER shall have the right (based on the opinion and judgment of counsel) to deem such title unmarketable in which event all deposits shall be returned and this Agreement shall be terminated.

9. It is understood and agreed by the parties that notwithstanding any other provisions of this Agreement the premises shall not be in conformity with this Agreement unless no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises.

10. SELLER'S AFFIDAVITS.

At closing, SELLER shall execute and deliver to counsel for the BUYER certification of SELLER'S non-foreign status and such other documents as shall be reasonably and customarily requested by BUYER'S counsel, Buyer's Mortgage lender and/or BUYER'S title insurer.

11. The SELLER and the BUYER shall provide their respective tax identification numbers at the closing for income tax reporting purposes.

12. Seller agrees to assist the Buyer or the Buyers' lender's counsel with such letters or phone calls that the holders of any mortgage(s) may require from the seller as a condition to receiving payoff figures or as a condition to pay off such mortgage(s) and any other lien(s) or security agreement(s) concerning the premises. If there be any lines of credit on the premises, Seller shall freeze such lines of credit prior to the closing to enable the closing attorney to obtain a final payoff.

13. EFFECT OF THIS ADDENDUM:

This Addendum modifies and amends and is hereby incorporated into the Purchase and Sale Agreement to which it has been attached. In the event of any conflict between this Addendum and said Purchase and Sale Agreement, the terms of this Addendum shall control.

(Signatures on the following page)

SELLER:

Signature

Printed Name

Printed Title

Dated: _____

BUYER:
FLLAC Collaborative

by: the Board

APPENDIX X
Certificate of Non-Collusion

The undersigned certifies, under penalties of perjury, that this 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.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

APPENDIX XI
Certificate of Tax Compliance

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

APPENDIX XII
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.7C, §38, 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: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale

4. Seller(s) or Lessor(s): _____
Printed Name (s)

Purchaser(s) or Lessee(s): _____
Printed Name (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 stockholders must also be listed except that, if the stock of the corporation is listed for to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Printed
Name

Printed
Address

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Printed
Name

Printed
Title or position

6. This section must be signed by the individual(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, rental or will require filing a new disclosure with the Division of Capital Asset Management and Maintenance (DCAMM) within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is completed and accurate in all respects.

Signature: _____

Printed Name: _____

Printed Title: _____

Dated: _____

APPENDIX XIII
Conflict of Interest Certification

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Sale or pursuant to this Request for Proposals.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Sale or by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining the Sale (pursuant to this Request for Proposals) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Sale to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Printed Name of Proposer

Printed Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Date