

SOLICITATION FOR:

RFP #22-45 LAYDOWN AREA FOR CONSTRUCTION CONTRACTORS – PROPERTY LEASE



CITY OF SOMERVILLE, MASSACHUSETTS

RFP ADVERTISED: 3/16/2022, 3/16/22, 4/13/22, 4/20/22

QUESTIONS DUE: 4/20/2020 by 12PM EST

DUE DATE AND TIME: 4/28/2022 by 2PM EST

Anticipated Lease Award	6/15/2022
Est. Lease Commencement Date	7/1/2022
Est. Lease Completion Date	6/30/2023
Est. Renewal Years (If Applicable)	4 optional renewal years

DELIVER TO:

City of Somerville

Procurement & Contracting Services (PCS) Department

Attn: Angela M. Allen
Chief Procurement Officer
amallen@somervillema.gov

**93 Highland Avenue
Somerville, MA 02143**

CITY OF SOMERVILLE, MASSACHUSETTS

Enclosed You Will Find a Request for Proposal For:

RFP #22-45 LAYDOWN AREA FOR CONSTRUCTION CONTRACTORS – PROPERTY LEASE

SECTION 1.0

GENERAL INFORMATION ON PROPOSAL PROCESS

1.1 General Instructions

Copies of the solicitation may be obtained from the Procurement & Contracting Services (PCS) Department on and after Error! Reference source not found. per the below-noted City Hall hours of operation.

City Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to 7:30 p.m.
Friday	8:30 a.m. to 12:30 p.m.

All Responses Must be Sealed and Delivered To:
Procurement & Contracting Services (PCS) Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the proposal arrives on time at the designated place. Late proposals will not be considered and will be rejected and returned.</i>
Proposal Format:
Submit one (1) sealed proposal package which includes one (1) electronic copy; it must be marked with the solicitation title and number and must be original.
In an effort to reduce waste, please DO NOT USE 3-RING BINDERS.
All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in Sections 2.0 - 4.0). If all required documents are not present, the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.
A complete Proposal must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.
The Offeror’s authorized official(s) must sign all required proposal forms.
The Price Form in Section 4.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire lease period.
All information in the Offeror’s response should be clear and concise. The successful response will be incorporated into a lease as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.

1.2 Proposal Schedule

Key dates for this Request for Proposals:	
RFP Advertised	3/16/2022, 3/16/22, 4/13/22, 4/20/22
Deadline for Submitting Questions to RFP	4/20/2020 by 12PM EST
Proposals Due	4/28/2022 by 2PM EST
Anticipated Lease Award	6/15/2022
Est. Lease Commencement Date	7/1/2022
Est. Lease Completion Date	6/30/2023

Responses must be delivered by 4/28/2022 by 2PM EST to:	City of Somerville PCS Department Attn: Angela M. Allen 93 Highland Avenue Somerville, MA 02143
--	---

1.3 Submission Instructions

Please submit *one sealed proposal package*, with the following contents and marked in the following manner:

Contents of Sealed Proposal Package	Marked As
Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: Proposal RFP #22-45 LAYDOWN AREA FOR CONSTRUCTION CONTRACTORS – PROPERTY LEASE
Please send the complete sealed package to the attention of :	Angela M. Allen Chief Procurement Officer PCS Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

Cover Letter

Submit a cover letter that includes the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number, and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

Price Proposal Format

Price Summary Page (see Section 4.0.)

Proposal Prices to Remain Firm

All proposal prices submitted in response to this solicitation must remain firm for 90 days following the proposal opening.

Price Submission

All Offerors shall fill out and submit the Price Form (Section 4.0) in its entirety. Prices are to remain fixed for the lease period of performance.

1.4 Questions

Questions are due: 4/20/2020 by 12PM EST

Questions concerning this solicitation must be delivered in writing to:

Angela M. Allen
Chief Procurement Officer
Somerville City Hall
PCS Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:
amallen@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as proposal holders. Proposers are encouraged to contact the Purchasing Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the proposal portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing>

If any proposer contacts City personnel outside of the Purchasing Department regarding this proposal/proposal, that proposer will be disqualified immediately.

1.5 General Terms

Proposal Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

Time for Proposal Acceptance

The lease will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the

response deadline or until it is formally withdrawn, a lease is executed, or this solicitation is canceled, whichever occurs first.

Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Juneteenth	Independence Day	Labor Day
Indigenous Peoples Day	Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day		

Please visit <http://www.somervillema.gov/> for the City's most recent calendar. *Under State Law, all holidays falling on Sunday must be observed on Monday.

Unforeseen Office Closure

If, at the time of the scheduled proposal opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (<https://www.somervillema.gov/departments/finance/procurement-and-contracting-services>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the PCS Department.

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

Right to Cancel/Reject Proposals

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Proposals

The City reserves the right to reject unbalanced, front-loaded, and conditional proposals.

Electronic Funds Transfer (EFT)

For EFT payment, the following shall be included with invoices to the point of contact:

- Contract/Order number; Contractor's name & address as stated in the contract;
- The signature (manual or electronic, as appropriate) title, and telephone number of the Offeror's representative authorized to provide sensitive information;
- Name of financial institution; Financial institution nine (9) digit routing transit number;
- Offeror's account number; Type of account, i.e., checking or saving.

RFP #22-45
SECTION 2.0
RULE FOR AWARD /
SPECIFICATIONS/SELECTION PROCESS

Rule for Award

The City may award multiple leases. Leases will be awarded to the responsible and responsive proposer(s) submitting the most advantageous response(s), taking into consideration all requirements and price. If a proposer offers multiple sites – or portions thereof – the City may choose to award a lease for fewer than all of the offered sites.

Governing Law

This RFP is issued pursuant to MGL c. 30B, §16 to the extent required by law for an acquisition by lease only.

Alternative Agreement Option

The City may alternatively enter into a license, permit, inter-municipal or other form of agreement (to the extent applicable to a government agency) if it is in its best interest to do so. Such agreement(s) shall neither be subject to this RFP nor to MGL c. 30B.

Statement of Purpose

The City of Somerville wishes to enter into an exclusive lease agreement with a property owner(s) in or around the City offering accessible open space to be used as a laydown storage area for City contractors.

Somerville is a very dense community with limited area for contractors to store building materials and vehicles on City projects. The limited space and increasing demand for construction in the city breeds uncertainty for bidders on city projects as they need to both identify the project needs and find space to store goods and materials nearby while on the job.

Looking for space in or close to the City to allow contractors to temporarily store materials and vehicles throughout the duration of a construction project. The resulting lease(s) will be with the City of Somerville who will be able to assign access to City contractors designated for a City project at the City's direction.

Desired Location

Property/properties must be located within the City of Somerville or an immediately adjacent community. Locations within Somerville city limits are preferable but locations in adjacent communities will be considered. The property/properties must be accessible by public roads. Multiple locations may be considered and selected.

Space Requirement

Outdoor laydown area is highly desirable. Covered area is desirable but not required. The City is seeking a total of roughly 4.5 acres of space. The total leased space may be apportioned across multiple locations throughout the city of varying size through multiple leases. The minimum space consideration per property is at least 2,500 square feet of contiguous storage space.

Laydown area is to be primarily flat ground or surface area suitable for easy access, loading, unloading, and storage of materials. Examples of suitable areas are paved parking lots, gravel lots or dirt lots, or accessible warehouse or temporary building storage. Properties must be able to accommodate vehicle and machinery parking or storage.

Permanent fencing or other enclosure surrounding or protecting the laydown area is desirable but not required. Lessee shall allow temporary fencing to be installed by the City or its licensee at the City's or licensee's expense if permanent fencing or other enclosure is not available. The total laydown area will be clearly delineated from non-leased adjacent properties.

Materials to be Stored and Use

The laydown area will be used by contractors as temporary storage of equipment and supplies while contracted for a city job. Examples of these city jobs include water and sewer infrastructure repairs, street resurfacing, building renovation, and new building construction. Examples of equipment and supplies to be stored in the laydown area include but are not limited to:

- Equipment – front end loader, flat bed, forklift, shovel, pickup truck
- Materials – lumber, metal and plastic piping, glass, paint, waste receptacles

Rent

The City will serve as the Lessee and agrees to pay the Lessor. The resulting agreement will be a gross lease wherein the City will pay the Lessor a flat monthly rental fee for the property. The City will be responsible for paying the rent due to the Lessee for the duration of the agreement regardless of whether the property has been licensed for use by a City contractor.

The City reserves the right to charge its licensees for the property no more than the value of the City's lease with the property owner.

The City and licensees will not be responsible for paying water, gas, electricity, or other utilities associated with the property. The City and licensees will be responsible for garbage and trash removal from the property through the duration of the lease.

Assignment

The intent of this RFP is for the City to lease property with exclusive access and rights with a property owner, and to license limited and specific access and rights to selected City contractors for temporary use on City projects. The leased property shall not be assigned to any other entity with the exception of the limited and specific licenses to City contractors. These City contractors, or licensees, shall not assign the license to any other entity.

Use of Premises/Responsibilities of Lessor, Lessee, and Assignments

Lessor reserves the rights to use any public streets or access ways on the leased property. Lessee reserves exclusive rights to leased property and may grant assignments to use the property to City contractors.

Assignments will be granted temporary exclusive access to the leased property for the duration of their assignment.

The City's licensees will be responsible for ensuring use and maintenance of the property does not result in odors, noise, exhaust, or accumulations of trash or garbage, vermin, pests, or other nuisance, and the licensees will be responsible for removing all trash and garbage or other debris dumped at the property by itself or by third parties.

The City of Somerville is self-insured.

Site Visits: City staff will conduct site visits for all competitive, qualifying proposals, to verify the information provided in the proposals, and to perform detailed evaluations of the proposed space. The proposer should be present at the site visit or should arrange to have someone present who has the knowledge and authority to represent them.

Final approval of the property acquisition(s) by lease may be subject to approval by the City Council.

Preparation of the Lease: After a proposal has been selected, the City will contact the selected owner to prepare and finalize a lease agreement. The terms of the lease must be consistent with the RFP and the selected proposal.

The completed lease agreement will incorporate the RFP Specifications for the premises (as revised by agreement of the parties in light of the proposal and subsequent negotiations).

Approval of the Lease: At the time the completed lease is ready for signatures of the landlord and the City, the City shall initiate a Purchase Order that will accompany the lease. After the lease has been signed, it should be noted that no obligation shall be considered to have incurred under the Lease Agreement unless and until said Purchase Order has been duly issued, signed and approved.

Evaluative Criteria

The City of Somerville will use the following criteria to evaluate proposals meeting the space requirements listed above.

Factor 1: Location	
Highly Advantageous	The proposer offers property or properties within the City of Somerville with easy access to public roads. Location(s) have easy access to main arteries and provide convenient access to and from property.
Advantageous	The proposer offers property or properties within the City of Somerville, or immediately adjacent community, with easy access to public roads. Location(s) have reasonable access to main arteries.
Not Advantageous	The proposer offers does not offer property or properties within the City of Somerville or immediately adjacent communities OR location(s) do not have easy access to main arteries and or provide convenient access to and from property.

Factor 2: Laydown Area	
Highly Advantageous	The proposer offers covered outdoor property or properties with primarily flat ground or surface of at least 20,000 sq ft of contiguous storage space.
Advantageous	The proposer offers property or properties with primarily flat ground or surface of at least 10,000 of contiguous storage space.
Not Advantageous	The proposer offers property or properties with uneven ground or surface OR less than 5,000 sq ft of contiguous storage space.

Factor 3: Availability	
Highly Advantageous	The proposer offers property or properties that may be leased to the City and assigned to a City contractor for three years or more.
Advantageous	The proposer offers property or properties that may be leased to the City and assigned to a City contractor for at least one year.
Not Advantageous	The proposer offers property or properties that may be leased to the City and assigned to a City contractor on a short-term basis only.

Period of Performance

The period of performance for this lease begins on or about 7/1/2022 and ends on or about 6/30/2023. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated lease term).

RFP #22-45

SECTION 3.0

LAYDOWN AREA FOR CONSTRUCTION CONTRACTORS – PROPERTY LEASE PROPOSERS' CHECKLIST

Please ensure all documents listed on this checklist are included with your proposal. Failure to do so may subject the proposer to disqualification.

Required with Sealed Proposals

- _____ Cover Letter and Offer that includes description of laydown area, price, and meets requirements in Section 2.0
- _____ Acknowledgement of Addenda (if applicable)
- _____ Certificate of Non-Collusion and Tax Compliance (see following page)

Required with Lease, *Post Award*

- _____ Certificate of Signature Authority (if applicable)
- _____ Mandatory Disclosure of Campaign Contributions
- _____ W9
- _____ Disclosure Statement – Real Property Transactions
- _____ Title Documents: Copy of Proposer's deed to property for lease



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

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

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

RFP #22-45
SECTION 4.0
PRICING

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the real property below in full accordance with the Lease Documents supplied by the City of Somerville entitled: **LAYDOWN AREA FOR CONSTRUCTION CONTRACTORS – PROPERTY LEASE**

- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **4/28/2022 by 2PM EST**
- If the **awarded** vendor is a Corporation a “Certificate of Good Standing” (produced by the Mass. Sec. of State) must be furnished with the resulting lease (see Section 3.0.)
- The Chief Procurement Officer reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include all maintenance and utility costs.
- This form to be enclosed in sealed proposal package.

Address of Property Offered	SqFt	Flat Rate Rent per SqFt per month (\$)	Total Rent for 1 st Year (\$)	Total Rent for 2 nd Year (City Option) (\$)	Total Rent for 3 rd Year (City Option) (\$)	Total Rent for 4 th Year (City Option) (\$)	Total Rent for 5 th Year (City Option) (\$)
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
Total		\$	\$	\$	\$	\$	\$

Name of Company/Individual:	
Address, City, State, Zip:	
Tel #	Email:
Signature of Authorized Individual	
Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.	
ACKNOWLEDGEMENT OF ADDENDA:	
Addendum #1 ____ #2 ____ #3 ____ #4 ____ #5 ____ #6 ____ #7 ____ #8 ____ #9 ____ #10 ____	

**Forms Required Post Award
(see following pages)**



**Certificate of Authority
(Corporations Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____

(Date Must Be on or after Date Officer Signed Contract/Bonds)



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (**check one**) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____

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

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

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

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

- (1) REAL PROPERTY:

- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant
_____ Seller/Grantor _____ Buyer/Grantee
_____ Other (Please describe): _____

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

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

<u>NAME:</u>	<u>POSITION:</u>
_____	_____
_____	_____

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

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

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

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

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

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

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER