REQUEST FOR PROPOSALS

TO SELL PROPERTY TO THE COMMONWEALTH

FOR MASSBAY COMMUNITY COLLEGE

Carole J. Cornelison, Commissioner

Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108

JULY 23, 2014
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REQUEST FOR PROPOSALS
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FOR MASSBAY COMMUNITY COLLEGE

I. INTRODUCTION AND GENERAL REQUIREMENTS

Massachusetts Bay Community College (MassBay) is a comprehensive, open-access community college offering 40 associate degrees and 25 certificates in five academic divisions as well as corporate and community education. MassBay has been providing its diverse student body a strong liberal arts and state-of-the-art career preparation in its current facilities located on 3 sites in Wellesley, Ashland and Framingham.

MassBay’s mission is to foster educational excellence and student success, prepare students for local and global citizenship, anticipate and respond to the needs of surrounding communities, and contribute to evolving regional economic development. Throughout its history MassBay has grown and adapted to employer demand by offering new academic programs, a tradition that continues today. MassBay has become a vital cog in the MetroWest economic engine, partnering with area businesses and stakeholders to enhance economic and workforce development in the communities MassBay serves.

MassBay has embarked on an initiative to enhance and increase the number of certificate programs and course offerings responsive to the needs of industry within these communities by developing a visible physical academic presence in downtown Framingham. The main campus in Wellesley Hills will remain.

As part of this initiative, the Commonwealth of Massachusetts, through its Division of Capital Asset Management and Maintenance (DCAMM) in consultation with MassBay, is interested in acquiring ownership of a number of properties within a targeted area in the Town of Framingham that could be redeveloped for use as academic facilities and/or associated accessory or ancillary uses including parking.

This Request for Proposals (RFP) is soliciting sale and gift offers from owners of properties located in the target area shown on Exhibit A. DCAMM is soliciting voluntary sales and gifts only. These sales are not part of an over-all program in which all properties in a given area must be acquired, or in which all acquisitions must occur, by a certain date.
The **deadline** for submitting sale proposals in response to this RFP is: 3PM on October 31, 2014.

A proposal may be submitted by a property owner, an owner’s authorized agent or representative, or a party with a binding option to acquire the property. Proposers owning several properties may submit separate sale proposals for each property, or single sale proposals for more than one property.

DCAMM reserves the right to interview and to negotiate with any or all proposers, to waive portions or requirements of this RFP, to request further information from any or all proposers, to waive any informalities in proposals or to reject any or all proposals for any reason deemed appropriate by the Commonwealth in order to serve the best interests of the Commonwealth.

**II. PROPERTY CHARACTERISTICS**

While it is envisioned that selected properties may in the aggregate total approximately 2 to 9 acres of land (not necessarily all contiguous), DCAMM and MassBay reserve the right to select proposals aggregating fewer or more acres, or to reject all proposals if deemed in the interest of the Commonwealth to do so.

Properties with the following characteristics are being sought:

1) The proposed properties must be located within the target area described above in this RFP and shown on Exhibit A.

2) The proposed properties may be vacant or improved with other buildings and structures. (It is anticipated that redevelopment of properties acquired pursuant to this RFP will require eventual demolition of existing structures.)

3) Properties of any size may be proposed. DCAMM and MassBay are particularly interested in acquiring i) properties that, when combined with other desirable properties that may potentially be available for acquisition, could provide approximately 2 acres or more of land feasible for the creation of 50,000 to 100,000 or more gross square feet of needed academic program space, and ii) parcels located within reasonable proximity to anticipated academic facilities that would be suitable for redevelopment into parking for some or all of a total of approximately 550 or more automobiles.
III. PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall include a completed proposal sheet in the form attached to this RFP as Exhibit B together with the following documents:

1) A copy of a survey or tax assessor's parcel plan showing the lot lines of the property and abutting properties, and a copy of the most recent property tax bill.

2) A description of the property.

3) If all of the current owners of the property do not sign the proposal sheet, a letter or other document authorizing the persons signing the proposal to do so on behalf of all of the owner(s).

4) If the proponent is not the owner, a copy of the proponent's purchase and sale agreement with the current owner of the property or a copy of the proponent's option to purchase the property.

5) A copy of the deed to the owner(s) and a copy of the owner’s title insurance policy if available.

6) A description of known easements and restrictions of record that are not shown on the title insurance policy, if any.

7) A list of the occupants of the building and the dates their occupancy terms end, and an indication of any rights to renew or extend.

8) A description of hazardous materials in the land or buildings and other improvements.

9) A properly executed Disclosure Statement of Beneficial Interest in the form attached as Exhibit C to this RFP.

(Continued on the next page.)
The proposal with the above documents must be received at the offices of DCAMM before 3:00 p.m. on October 31, 2014 and must be in a sealed envelope addressed and marked as follows:

Your Name
Your Return Address

SEAL PROPOSAL - MASSBAY COMMUNITY COLLEGE
Office of Real Estate – Real Estate Transactions
Division of Capital Asset Management
One Ashburton Place, 15th Floor
Boston, Massachusetts, 02108

PROPOSALS NOT TO BE OPENED UNTIL 3:00 PM ON OCTOBER 31, 2014

If sent via Express Mail, Federal Express or similar courier, the proposal must be in a sealed inner envelope addressed and marked as shown above.

Proposals received by DCAMM’s main reception desk, 15th floor later than 3:00 p.m., October 31 2014 will be deemed non-responsive and will be rejected.

Proposals will be time stamped by DCAMM at the DCAMM main reception desk, 15th floor as they are received. DCAMM’s time stamp will be controlling as to the time of receipt of the proposal.

If delivered late in person, delivery will be refused. If delivered late by mail, each such late proposal will be returned to its respective sender.

Telecopied or electronically mailed (e-mailed) proposals will be deemed non-responsive and will be rejected regardless of the date and time received.

These guidelines will be strictly enforced. Proposers are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by DCAMM. Proposers making hand deliveries are cautioned to arrive sufficiently an advance of the deadline to allow themselves time to clear
the security screening process at the entrance to One Ashburton Place, which may be time consuming.

DCAMM reserves the right to request additional information from any and all proposers.

IV. SELECTION CRITERIA

DCAMM in consultation with MassBay is seeking one or multiple properties for purchase or acquisition by gift which DCAMM and MassBay deem to be advantageous acquisitions for MassBay in furtherance of its mission and/or of the initiative described in Section I of this RFP.

Although price is an important factor, it will not be in and of itself determinative. Proposals will be evaluated based on the following criteria:

1) Location, size, and utility or potential utility of the property.
   a) Location: any features relating to the location of the property including but not limited to downtown visibility; accessibility by vehicular and other means of transportation; accessibility by public transportation; proximity to public amenities, retail and other business establishments, and anticipated parking; proximity to public utilities, and to other properties that might currently or in the future be available for acquisition. In this regard it is noted that MassBay is committed to ensuring a safe and secure educational community for students, faculty, staff, and visitors.

   b) Size and utility or potential utility: size of the parcel and any features that relate to the anticipated utility of the property, either alone or as part of a potential assemblage of properties by MassBay, in service of MassBay’s mission and the initiative described in Section I of this RFP. Although near-term potential utility is important, long-term utility or utility for future expansion may also be considered.

2) DCAMM’s anticipated costs of acquisition and redevelopment. These may include any anticipated costs to the Commonwealth associated with the property, including but not limited to costs associated with the acquisition, redevelopment and use of the property, such as the purchase price, due diligence and closing costs; costs of rendering the property free of tenants; costs (demolition, remediation, construction, and other costs) associated with rendering the property suitable for desired potential college uses; anticipated
costs of other properties that are part of a needed or desired current or future assemblage that includes the property; maintenance or operating costs such as security costs and any other notable costs associated with the property. 

Proponents are advised that the estimated costs to MassBay of any legally required relocation assistance payments to occupants of an offered property will be a significant factor in evaluating the advantageousness of the proposed costs.

3) **Feasibility of assemblage.** If the property’s utility or degree of utility is dependent upon the acquisition of other properties, the anticipated likelihood that such other properties could be acquired upon advantageous terms.

4) **Anticipated time required to render the property useable by MassBay for needed academic and/or parking purposes.**

5) **Any financial benefit to MassBay offered as part of the sale.** Examples could include a proposed contribution by the seller of a gift to the Commonwealth for the benefit of MassBay or to the MassBay Foundation and/or the reduction of the sale price below its market value via a gift contribution.

6) **Any other factor that a reasonable business person or a reasonable fiduciary representing the College might consider important in evaluating the advantageousness to MassBay of the contemplated purchase.**

**V. SELECTION PROCESS**

DCAMM, in consultation with MassBay, will evaluate all proposals received by the submission deadline for conformance with the requirements stated in this RFP and on the basis of the selection criteria. Evaluation of proposals will be based on information provided in the proposals; information thereafter requested by DCAMM from one or more proposers; information obtained on site visits and during due diligence; and/or on any additional relevant information requested or obtained by DCAMM in any manner whatsoever.

DCAMM and/or College staff may conduct site visits of properties to verify information provided in the proposals, including the presence and types of occupants, and to perform detailed evaluations. Proposers should be present at the
site visit or should arrange to have someone present who has the knowledge and authority to represent them.

Upon tentative selection of a proposal or proposals, DCAMM will notify all proposers in writing of whether their proposals have been tentatively selected for negotiation of a purchase agreement or not. Such notification will not contain the terms of any other tentatively selected proposals except to the extent that the Commonwealth deems it in its interest to provide such information. The terms of purchase agreements entered into pursuant to this RFP will not be made public by DCAMM except at such time and to the extent required by law. Submitted proposals will be not be made public by DCAMM until all of the purchase and sale agreements for selected properties have been executed and such proposals will be available for public inspection for a period of six months thereafter.

Tentative selection of a proposal does not represent a contract, nor does it commit the Commonwealth to enter into a contract. It is assumed that both parties will make a good-faith effort to close the transaction, but only a fully executed purchase and sale agreement shall bind the Commonwealth.

If DCAMM is unable to negotiate satisfactory purchase and sale agreements with one or more selected proposers, DCAMM may reject their proposals at any time and negotiate purchase and sale agreements with proposers whose proposals were not initially selected. DCAMM also reserves the right to solicit additional offers from one or more of the proponents.

The Commonwealth reserves the right to re-advertise this RFP at any time.

If a property is offered by gift for no consideration, the Commonwealth may accept such a gift without the need for a competitive process and may decide to acquire the gift property outside of the requirements and process of this RFP.

VI. TERMS OF PURCHASE AND SALE AGREEMENT

DCAMM reserves the right to negotiate the terms of the purchase and sale agreements. However the general terms are as follows:

1) If the property is a smaller parcel that in the opinion of the Commonwealth requires the purchase of one or more other properties to render it useful for the purpose desired by MassBay, the Commonwealth’s obligation to purchase the
property may be made contingent upon the acquisition by the Commonwealth of such other property or properties.

2) The closing date will be a reasonable date mutually acceptable to DCAMM and the Seller. The purchase price will be paid in cash at closing.

3) DCAMM shall have a due diligence period of up to six months to search title, perform site and hazardous materials assessments and other due diligence investigations, and to obtain an appraisal of the property. If for any reason DCAMM is unable to complete its due diligence, finds the title (including but not limited to the existence of restrictions and easements) or condition or occupancy of the property unacceptable, finds that the Seller has misrepresented the existence of occupants or the terms of their occupancy agreements, or finds that the proposed sale price is unacceptably higher than the property’s appraised fair market value, then DCAMM may terminate the purchase and sale agreement prior to the expiration of the due diligence period, or any extension thereto agreed upon by the Seller, and the parties shall have no further recourse against each other. DCAMM may, but will have no obligation to, divulge the appraised value of the property to the Seller prior to purchasing the property or as otherwise required by law.

4) The seller shall deliver by quitclaim deed good, clear, record marketable title at the closing, free of all encumbrances and restrictions except provisions of existing building and zoning laws; any liens for municipal betterments assessed after the date of the purchase and sale agreement; existing restrictions, covenants, rights and easements, including without limitation utility easements, restrictions and other matters of record as of the date stated in the purchase and sale agreement as the buyer’s preliminary title certification date, the seller agreeing not to suffer or to create any new restrictions, covenants, rights or easements after such date.

5) Property taxes shall be pro-rated at closing and the Commonwealth shall assume and agree to pay the local property taxes assessed to the seller and allocable to the pro-rata portion of the tax year occurring after the sale of the property.

6) The property may be required to be delivered free of tenants and occupants at closing if DCAMM deems the requirement advantageous to the Commonwealth at the time of negotiating the Purchase and Sale agreement. Seller shall assist
DCAMM in gaining access to tenants and to tenant information necessary to evaluate relocation assistance obligations prior to any sale.

7) The Seller shall be required to execute an affidavit of state tax compliance, a Disclosure form in the form attached to as Exhibit C, and such other forms as DCAMM customarily requires or as may be required to comply with federal and state laws.

VII. ADDITIONAL INFORMATION

All questions must be submitted in writing by email, US mail, overnight courier, or fax, on or before October 31 2014. Written questions should be directed to:

Office of Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108
ATTN: MassBay Framingham Acquisition
E-mail: MassBayRFP.DCAMM@state.ma.us

DCAMM WILL REPLY TO APPROPRIATE QUESTIONS BY OCTOBER 31 2014. TO BE DEEMED “APPROPRIATE”, THE QUESTION MUST ADDRESS A MATTER THAT REQUIRES, IN THE SOLE OPINION OF DCAMM, INTERPRETATION OR CLARIFICATION BY DCAMM. ANSWERS WILL BE POSTED ON DCAMM’S WEBSITE AT www.mass.gov/dcamm/mb-rfp. IT IS THE PROPOSER’S OBLIGATION TO CHECK THE WEBSITE BEFORE THE DEADLINE TO ENSURE THAT THE PROPOSER HAS READ ALL QUESTIONS AND ANSWERS POSTED BY DCAMM. ANY VERBAL INTERPRETATIONS, GIVEN IN RESPONSE TO QUESTIONS OR OTHERWISE, WILL HAVE NO AUTHORITY OR EFFECT WHATSOEVER.
APPENDIX B

PROPOSAL COVER SHEET

The undersigned proposes to convey the following property in Framingham, MA to the Commonwealth of Massachusetts for use by MassBay Community College:

_________________________________________________________ (address and street)

_________________________________________________________ (tax assessor’s parcel no.)

The property is improved with ____________________________________.

The proposed sale price is $______________________ .

Does the undersigned intend to make a gift to MassBay or to the MassBay Foundation in connection with the sale or conveyance? If not, write “No,” otherwise explain the intended gift: ______________________________________________________

____________________________________________________________________

The undersigned hereby certifies that the occupants of the property as of the date of the submittal of this proposal were/are as follows:

Name: ___________________________ Status (Owner, tenant, lodger, licensee, etc.)

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____________________________________________________________________
I have reviewed the Request for Proposals and agree to the conditions outlined therein.

__________________________________  (Signature)  (Date)

__________________________________  (Signature)  (Date)

PRINT NAME __________________________

ADDRESS ____________________________

CITY/TOWN __________________________

TELEPHONE __________________________

All proposals must be received by DCAMM not later than 3:00 PM on October 31, 2014.

Please attach to this proposal cover sheet the materials listed in Section III of the RFP.
APPENDIX C

DISCLOSURE STATEMENT
MASSBAY COMMUNITY COLLEGE
ACQUISITION OF REAL PROPERTY

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

(1) REAL PROPERTY:

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

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY’S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

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

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

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

   NAME      RESIDENCE
   ____________

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

(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