INVITATION TO BID

AUGUST 21, 2024



Sale of Land at
Old State, Whately

Massachusetts Department of Transportation

Table of Contents

I. INTRODUCTION 4

A. Transaction Overview and Schedule 5

II. BACKGROUND, PROPERTY DESCRIPTION, and ZONING 6

A. Key Property Characteristics 6

B. Zoning and Permitting 7

C. Development Requirements/Reserved Rights 7

D. Available Utilities, Environmental and Subsurface Conditions 7

E. Title Information, Easements, Encumbrances, and Restrictions 7

F. Condition of the Property 8

G. Investigation of the Property 8

H. Representations ..... **Error! Bookmark not defined.**

III. BID SUBMISSION REQUIREMENTS 9

A. Minimum Bid 9

B. Bid Submission Format and Procedures 9

C. Bid Submission Documents Information and Index 10

IV. DEPOSITS, PROCESS & TERMS 11

A. Deposits 11

B. Process 12

C. Due Diligence 17

V. BID AND CLOSING SCHEDULE 18

VI. DEPOSIT AND PAYMENT SCHEDULE 21

VII. SELECTION CRITERIA 22

VIII. RESERVATIONS AND CONDITIONS 23

IX. BEST AND FINAL OFFER PROCESS 25

X. SEVERABILITY 26

XI. CONFLICT OF INTEREST, COLLUSION 26

XII. PUBLIC RECORDS LAW 26

XIII. BIDDERS' RESPONSIBILITIES 27

XIV. FORMS .....**Error! Bookmark not defined.**

Form A - Bid Proposal Requirements and Organization

Form B - Bid Form

Form C - Clerk's Certificate (or similar certificate, as applicable) / Authority and Organizational Documents

Form D - Additional Massachusetts Required Certifications

Form E - Bank / Financial References

Form F - Chapter 7C, Section 38 Disclosure Statement

Form G - FHWA and MEPA Agreement

Form H - Form Designation Letter

Form I - Form Purchase and Sale Agreement

Form J - Form License Agreement

EXHIBIT A - Plan of Land

EXHIBIT B - Title Information

I. INTRODUCTION

The Massachusetts Department of Transportation ("MassDOT") is seeking to sell land, together with the building and any other improvements thereon, located at 372 Old State Road, Whatley, Massachusetts (the "Property"), to the highest responsible bidder (the "Selected Bidder") on an "as is," "where is," and "with all defects" basis as of the closing of the sale (the "Closing").



The Property consists of approximately 32,373 square feet (.74 acres acres) of Former State Road land. An aerial with the Property highlighted in red is immediately below. This opportunity is located 372 Old State Road. The property is currently zoned roadway by the Town Whately. MassDOT's authority to sell real and personal property derives from Massachusetts General Laws Chapter 6C, Section 3, clause 20, which authorizes and empowers MassDOT to acquire, lease, hold, and dispose of real and personal property or any interest therein provided MassDOT makes certain findings and follows certain procedures under Massachusetts General Laws Chapter 6C ("Enabling Act"), Section 20, which findings have been made and procedures are being followed with regard to this Property.

Subject to any existing reservations, rights, easements, or encumbrances and to any reservations of rights and easements by MassDOT, including, but not limited to, reservations and easements contained in this ITB, to be contained in the purchase and sale agreement by and between

MassDOT and the Selected Bidder (the "Purchase and Sale Agreement") and in MassDOT's deed of conveyance to the Selected Bidder (the "Release Deed"), MassDOT is seeking to sell the Property to the Selected Bidder on an "as is," "where is" and "with all defects" basis as of the closing of the sale (the "Closing").

Bids are due at the offices of 10 Park Plaza, Suite 2310, Boston, MA 02116 on or before the Bid Due Date (defined below), in accordance with the submission requirements and selection process described below. MassDOT reserves the right to select finalists, to seek additional information or revised bids from one (1) or more bidders, to select a highest responsible bidder, to solicit best and final offers, to reject any or all bids, to amend this ITB in any way, or to discontinue this ITB selection process altogether.

A copy of this ITB may be obtained from the https://www.mass.gov/office-of-real-estate-economic-development-at-massdot or in writing by mailing by U.S. certified or overnight mail, or by overnight mail from an overnight mail carrier to:

MassDOT's Office of Real Estate & Economic Development
Attn: Warren Zimmer
10 Park Plaza, Suite 2310
Boston, MA 02116

If MassDOT amends this ITB to change any information herein, the information will be distributed to registered bidders by email in the form of an addendum, and such addendum shall also be published at https://www.mass.gov/office-of-real-estate-economic-development-at-massdot (the "Website") and shall be mailed by overnight mail to all registered bidders. To register as a potential bidder, bidders must obtain bid forms either from the Website () or directly from by written request sent to the above address.

A. Transaction Overview and Schedule

Transaction Type:	**Sale**
Property Size:	**Approximately .74 +/- acres**

Minimum Bid Amount:	**$100,000.00**
Pre-Bid Meeting	**12:00 P.M. ET, August 26, 2024**
Written Questions Due Date:	**5:00 P.M. ET, August 30, 2024**
Bid Due Date:	**10:00 A.M. ET, September 11, 2024**

All times are Eastern Time.

All details regarding the dates and times and requirements to attend a Pre-Bid Meeting will be posted on the Website as an Addendum to this ITB and e-mailed to all registered bidders.

Any written request for bid documents or submission of questions not requested or submitted by email or through the website shall be made by overnight courier service or U.S. Postal Service certified or overnight mail and shall be considered submitted when received at the following address:

MassDOT's Office of Real Estate & Economic Development
10 Park Plaza, Suite 2310
Boston, MA 02116
ATTN: Warren Zimmer, Parcel: Old State Highway, Whately

MassDOT will designate the highest responsible bidder as the Selected Bidder after completion of review of all the bids and bid submissions, subject to MassDOT's right to reject all bids and bid submissions and MassDOT's right to seek best and final offers.

II. BACKGROUND, PROPERTY DESCRIPTION, and ZONING

A. Key Property Characteristics

- Parcel Description. The Property is located in the Town of Whately and is identified as Parcel state highway on the Town of Whately Assessor's Map. The Property is shown more particularly on the plan titled "State Highway Layout 8070" dated March 19th, 2008 and attached hereto as Exhibit A (the "Plan of Land").
- Neighborhood. The Property is located across from the Great Swamp Wildlife Management Area section of the Town of Whately.

- Frontage. The Property fronts on State Road 233 +/- feet.

B. Zoning and Permitting

Further information about applicable zoning requirements can be obtained from the Town of Whately. Bidders are responsible for examining all aspects of the Property themselves, including applicable federal and state laws and regulations, and local zoning, wetlands, and other local regulations and bylaws. Prospective bidders are responsible for determining zoning permitted uses and restrictions affecting the Property. MassDOT neither makes any representations nor offers any opinions concerning the ability of the Selected Bidder to develop or use the Property for any proposed use or of the suitability of the Property for such use.

C. Development Requirements/Reserved Rights

- Trip Generation & MEPA Review. If any proposed development on the site generates 1,000vehicle trips and 150 parking spaces or 2,000 vehicle trips (or meets another applicable threshold), the project will require environmental review through the state environmental review process ("MEPA"). MassDOT will not be able to issue any permits or dispose of the land until the MEPA process is completed.

D. Available Utilities, Environmental and Subsurface Conditions

Prospective bidders are responsible for determining the adequacy and availability of utilities that exist within or serve the Property, conditions that exist on the Property (including active and inactive utilities whether documented or not), and environmental conditions or hazardous materials, provided, however, NO SUBSURFACE, SOIL, OR WATER TESTING WILL BE PERMITTED.

E. Title Information, Easements, Encumbrances, and Restrictions

Attached as Exhibit B is information relating to the title of the property (the "Title Information"). This Title Information is provided for reference only; MassDOT makes no representation or warranty as to the accuracy, completeness, currency and/or correctness of any of the information contained in the Title Information. All interested parties should carefully review the Title Information, including, without limitation, the Reservations and Conditions set forth in Section VIII below. Prospective bidders are responsible for conducting their own due diligence and

determining the existence of any encumbrances, easements, utilities or other title or survey matters, if any, affecting the Property, whether of record or not, or that a survey or physical inspection of the Property would reveal.

F. Condition of the Property

The Property is being sold in an "as is", "where is" and "with all faults" condition. It is the Selected Bidder's responsibility to identify, assess and remediate any contamination as necessary for its proposed development project and otherwise as required by applicable laws, ordinances, codes, orders, rules and regulations, and the Selected Bidder will be required to indemnify and hold MassDOT harmless from and against any and all environmental liabilities, including those liabilities arising from the Selected Bidder's failure to perform remediation or from other environmental matters. Any such inspection of the Property shall be subject to one (1) or more license agreements or permits between MassDOT and the Selected Bidder, which shall contain provisions, among others, specifying the scope of permitted investigations, establishing procedures for notice prior to entry upon the Property, and providing insurance and indemnification. Invasive testing of the Property shall be subject to MassDOT's prior written consent, in its sole and absolute discretion.

G. Investigation of the Property

As a condition to being allowed access to the Property, the Selected Bidder and all bidders participating in the Pre-Bid Meeting each agrees to release and indemnify MassDOT and agrees to defend MassDOT and save MassDOT harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, those related to personal injuries or death, that may be imposed upon, incurred by, or asserted against MassDOT because of the condition of the Property as a result of such bidder, its employees, contractors or consultants being on the Property to conduct any investigation.

Prior to entry on the Property, the Selected Bidder (or its consultant) must execute a License Agreement in the form of Form J attached hereto and may also have to apply for an access permit if required by MassDOT's Highway Division (an "Access Permit") and must provide

MassDOT with a certificate or certificates of insurance covering all days that Selected Bidder and Selected Bidder's consultants and/or contractors will be on the Property before Closing, complying with the License Agreement and Access Permit.

III. BID SUBMISSION REQUIREMENTS

A. Minimum Bid

The minimum bid is $100,000.00.

Any bid amounts less than a fair market value, as determined by MassDOT, and/or containing contingencies of any kind, including for credits or reduction of the bid amount, will not be considered responsive and will not be accepted.

B. Bid Submission Format and Procedures

Each submitted bid must describe the bidder's project plan for the Property, its plan of financing, and include the other information required in the following forms attached hereto:

- Cover letter - *signed by a principal or an agent of the bidder authorized to submit a bid*
- Form A: Bid Proposal Requirements and Organization
- Form B: Bid Form – *signed with bid submission and provided with the Submission Deposit check*
- Form C: Certificate evidencing the authority of the Bidder's signatory to sign and deliver the Bid Submission and copies of the Bidder's public Organizational Documents – *signed with bid submission*
- Form D: Additional Massachusetts Required Certifications – *signed with bid submission*
- Form E: Bank/Financial References – *signed with bid submission*
- Form F: Chapter 7C, Section 38 Disclosure Statement by Bidder – *signed with bid submission*
- Form G: FHWA and MEPA Agreement – *signed with bid submission*

All completed bid form packages shall be submitted by hand delivery, overnight courier mail service, or U.S. Postal Service certified or overnight mail, postage prepaid, to the following address:

Massachusetts Department of Transportation's

Office of Real Estate & Economic Development
10 Park Plaza, Suite 2310
Boston, MA 02116
ATTN: Warren Zimmer

Bids must be submitted on the bid forms provided in this ITB and contain no alterations, additional terms, conditions, or contingencies. Any bid submitted that substantially alters any material terms herein or in any exhibit or attachment or addendum hereto so that it is not in conformance with the provisions contained herein may be deemed unresponsive.

C. Bid Submission Documents Information and Index

See and follow Form A for detailed Bid Proposal Requirements and Organization. All bids must be submitted in the following manner:

1. In a sealed envelope marked "Bid Submission for Old State Highway, Whately." Each bid must include:
    a. Three (3) copies of all required bid documents, except Form B – signed Bid Form, which must be contained in the separate sealed envelope described in Subsection 2 below;
    b. One (1) digital copy of such bid documents (flash/USB drive);
    c. A bank check from a Massachusetts Bank (as defined below) payable to the "Massachusetts Department of Transportation" in the amount of Ten Thousand Dollars ($10,000) as a deposit (the "Submission Deposit"); and
    d. For the purpose of this ITB, a "Massachusetts Bank" is any bank or savings and loan association (i) that has a charter from the Commonwealth of Massachusetts; (ii) that has a charter from another State and has depository bank branch(es) in Massachusetts; or (iii) that has a federal charter from the United States of America with depository bank branch(es) in Massachusetts.

2. In a **separate** sealed envelope marked "Financial Information - Bid Submission for Old State Highway, Whately", each bidder must include:
    a. Three (3) filled out, signed originals of Form B - Bid Form;
    b. Three (3) copies of the bidder's financial information: consisting of adequate commitment letters and a summary of financial information to demonstrate sufficient assets and financial capacity and funding sources to adequately support the bidder's bid offer and development plan/proposed use; and
    c. One (1) digital copy of Form B and the financial information (flash/USB drive).

Sealed envelopes must also show the date on which the bid is being submitted and the name, current mailing address, and telephone number of the company/person(s) submitting the bid.

IV. DEPOSITS, PROCESS & TERMS

A. Deposits

1. Submission Deposit

MassDOT will require each Bidder to provide the Submission Deposit of Ten Thousand Dollars ($10,000) with the submission of its Bid. The Submission Deposit shall be in the form of a bank check drawn on a Massachusetts Bank made payable to the "Massachusetts Department of Transportation."

Submission Deposits will be held by MassDOT and will be refunded (without interest) by MassDOT to all Bidders whose Bids are not selected, with the refunds to be made promptly following execution of the Purchase and Sale Agreement by the Selected Bidder or earlier if requested by a Bidder. The Submission Deposit shall be deemed to be forfeited by the Selected Bidder in the event the Selected Bidder does not act in good faith, fails to timely countersign the Designation Letter (form attached hereto as Form H), or fails to timely execute the Purchase and Sale Agreement (form attached hereto as Exhibit I).

2. Selection Deposit

MassDOT will require the Selected Bidder to provide a second deposit (the "Selection Deposit") in the amount of five percent (5%) of the Purchase Price at the execution of the Purchase and Sale Agreement. The Selection Deposit shall be in the form of a bank check drawn on a Massachusetts Bank or a federal wire transfer of funds to MassDOT's bank account, for which instructions will be provided in the Designation Letter to the Selected Bidder. The Submission Deposit and Selection Deposit will be applied (without interest) to the Purchase Price due at the Closing. The terms of the Purchase and Sale Agreement regarding the two deposits will control and supersede this ITB once fully executed.

B. Process

1. Designation Letter

All submitted bids will be opened at the Public Bid Opening (defined in Section V below). Thereafter, MassDOT will conduct a review of all submissions. Upon MassDOT's determination of the highest responsive bidder, MassDOT shall send a designation letter ("Designation Letter"), substantially in the form attached hereto as Form H, to the Selected Bidder for countersignature.

2. Purchase and Sale Agreement

The Property will be sold by MassDOT pursuant to a Purchase and Sale Agreement substantially in the form attached hereto as Form I. The Purchase and Sale Agreement will include the sale terms and requirements for Closing. All material terms of the Purchase and Sale Agreement are nonnegotiable and no amendments are allowed unless unilaterally agreed upon by MassDOT. The Selected Bidder will have thirty (30) days from its receipt of the Designation Letter within which to execute the Purchase and Sale Agreement. If the Selected Bidder for any reason fails to execute the Purchase and Sale Agreement within the thirty (30) day period described above, the Submission Deposit shall be forfeited to MassDOT, and MassDOT shall have the right to consider other bidders and bids, or otherwise proceed as MassDOT deems appropriate, in connection with the disposition of the Property. The Purchase and Sale Agreement is, in certain circumstances, subject to approval by the Secretary of Transportation or her designees and, in certain instances, the MassDOT Board of Directors.

The Purchase and Sale Agreement and the Release Deed will include, but not be limited to, the terms detailed below. In responding to the ITB, each party submitting a bid in response to this ITB (each, a "Bidder") acknowledges and agrees to accept these sale terms for any bid submitted to purchase the Property (each, a "Bid").

a. Purchase Price. The purchase price due at Closing (the "Purchase Price") shall be paid to MassDOT, at the Closing, without contingencies or conditions by Selected Bidder. Subject to the terms of the Purchase and Sale Agreement, the Submission Deposit and the Selection Deposit (defined below) will be applied (without interest) towards the Purchase Price. The balance of the Purchase Price due at Closing shall be paid by wire transfer or by bank check from a Massachusetts Bank, by whichever method is specified by MassDOT.

b. MassDOT Approval. If and to the extent that any development on the Property may have an impact on or interfere with any interstate or state highway element or any mass transit facility, the Purchase and Sale Agreement and the Release Deed will include provisions, conditions and restrictions, which shall survive the Closing, requiring the Selected Bidder to obtain MassDOT's advance review and written approval of all plans prior to the commencement of such construction for any project that may have such potential impact. MassDOT will review the design for impacts to such structures or operations. Federal Highway Administration ("FHWA") review and approval may be required as well. Any future changes to or additional construction on the Property may be subject to the same requirements.

c. Selected Bidder Responsibility; No MassDOT Liability. The Selected Bidder will be solely responsible, including financially responsible, as the proponent of any and all zoning, building, design, and other regulatory applications and/or reviews for the Property. In addition, MassDOT will not be liable for any costs or damages in the event that MassDOT is unable to deliver the Release Deed or the delivery of the Release

Deed is delayed because any required approvals are not issued or are limited or restricted in any way.

d. **MEPA Review.** As detailed in the Purchase and Sale Agreement, the Selected Bidder is required to execute MassDOT's MEPA Agreement and MEPA Checklist, attesting to the fact that a MEPA review has already been completed or that no MEPA review is required at this time. Additionally, as a condition in the deed, if such review should be necessary in the future, the Selected Bidder will make all appropriate filings. See also Form G.

e. **Documentary Taxes; Recording Fees**. All costs and liabilities associated with the payment of any required transfer and documentary taxes, if any, arising out of the sale of the Property shall be the sole responsibility of the Selected Bidder. The Selected Bidder shall be responsible for recording the Release Deed and any other required documents at the Registry, at the Selected Bidder's sole cost and expense.

f. **Survey and Plans.**

i. **Alteration Plan:** The existing state highway layout lines must be shown on the survey and be altered to permit the conveyance of the Property by MassDOT, for which the Selected Bidder must prepare, at its sole cost and expense prior to the Closing, all plans and legal descriptions required to affect such alteration. Plans and legal descriptions must be prepared to MassDOT Highway Division specifications and shall be subject to review and approval by MassDOT's Highway Division Survey and Layouts section ("Layout Division"). The Alteration Plan must be prepared pursuant to the regulations of, and in coordination with, MassDOT's Layout Division.

ii. **Utility Survey:** Unless instructed otherwise by MassDOT, the Selected Bidder shall, at its sole cost and expense prior to the Closing, prepare a survey in recordable form showing the location of all utilities (public and private) including highway drainage systems within the Property (the "Utility Survey"). The Selected Bidder shall submit such survey to MassDOT for review and approval prior to

Closing. The survey shall also show all utilities and drainage to and from any adjacent MassDOT land and any easements or rights reserved by MassDOT. The survey must be prepared pursuant to the regulations of, and in coordination with, MassDOT's Layout Division.

iii. **Boundary Survey:** Unless instructed otherwise by MassDOT, the Selected Bidder shall, at its sole cost and expense prior to the Closing, prepare a plan in recordable form showing the Property as a separate legal lot measured according to ALTA standards (the "Boundary Plan") and shall obtain any necessary governmental approvals for the Property to constitute a separate lot for tax and building purposes or as a parcel to be combined with other land of the Selected Bidder. The Selected Bidder shall submit such Boundary Plan to MassDOT for review and approval prior to Closing. The Boundary Plan shall also show all utilities and drainage to and from any adjacent MassDOT land and any easements or rights reserved by MassDOT.

g. **Mechanics of Closing.** Subject to any conditions established in this ITB or the Purchase and Sale Agreement, including, without limitation, the receipt of any necessary FHWA or other approvals, and subject to all health and safety laws and guidelines, the Closing shall occur no later than the Closing Date listed in Section V (the "Closing Date"). The Closing shall be held at 12:00 P.M. Eastern Time on the Closing Date at the appropriate county Registry of Deeds applicable to the location of the Property. Notwithstanding, MassDOT may elect for the Closing take place either: (1) remotely through a MassDOT-approved escrow agent provided by the Selected Bidder; or (2) at the offices of MassDOT, 10 Park Plaza, Boston, Massachusetts 02116. At such Closing, the balance of the Purchase Price shall be paid to MassDOT, and the Release Deed and other documents contemplated by the Purchase and Sale Agreement shall be executed and delivered by MassDOT and the Selected Bidder.

h. **Closing Date; Extensions.** If the parties agree to extend the Closing Date upon the request of the Selected Bidder, then MassDOT may require the Selected Bidder to pay an extension fee for each extension ("Extension Fee") of no less than Ten Thousand Dollars ($10,000) for each thirty (30) day period. Upon receipt by MassDOT, such Extension Fee will be deemed fully earned and non-refundable. The Extension Fee will not be applied to the Purchase Price.

i. **"As Is" Condition; No Representations.** The Property and any appurtenant rights, if any, shall be delivered to the Selected Bidder in "as is", "where is" and "with all defects" condition, subject to all liens, encumbrances, restrictions, hazardous materials, and all other acts, matters or occurrences as of the Closing, without representation, warranty, condition or covenant, express or implied, of any kind whatsoever, including, without limitation, representation, warranty, condition or covenant as to legal title, access, condition (whether with respect to the existence, location or condition of utilities, subsurface structures, the presence of hazardous materials, or otherwise), matters which an accurate instrument survey of the Property would disclose, past, present or future use, construction, development, investment potential, tax ramifications or consequences, merchantability or fitness or suitability for any use or purpose, compliance of the Property with federal, state or local requirements with respect to hazardous materials affecting or pertaining to the Property, all of which are hereby expressly disclaimed. These provisions shall survive the Closing and the execution and delivery of the Release Deed.

j. **Reservations.** MassDOT reserves the right to modify, at its sole discretion, any and all aspects of the sale, including, but not limited to, the terms of the Purchase and Sale Agreement and Release Deed and other closing documents, after MassDOT has selected the highest responsible bidder, **provided however, the bid price will not be reduced for any reason or any credits applied against it (except commercially standard closing adjustments, if any).**

k. Selected Bidder Pre-Closing Expenses. Any and all expenses incurred by the Selected Bidder prior to and after the Closing will be the responsibility of the Selected Bidder and are entirely at its own risk.

l. Non-Discrimination and Affirmative Action. This sale is subject to the goals of Massachusetts Executive Order 526. The Selected Bidder will be required to comply with MassDOT's Non-Discrimination and Affirmative Action Requirements and certify as provided in Form D.

C. Due Diligence

Under the Purchase and Sale Agreement the Selected Bidder will have a period of thirty (30) days within which to conduct due diligence ("Due Diligence Period"), subject to the provisions of a license agreement to be entered into among MassDOT and the Selected Bidder in substantially the form attached hereto as Form J, which agreements shall contain provisions, among others, specifying the scope of permitted investigations, establishing procedures for notice prior to entry upon the Property, and providing for insurance and indemnification requirements. Soil and other invasive testing of the Property shall be subject to MassDOT's prior written consent in its sole and absolute discretion.

a. Title and Survey. It is the Selected Bidder's responsibility to examine and verify all title and survey information pertaining to the Property prior to the expiration of the Due Diligence Period. When requested, a copy of the survey must be provided to MassDOT for review and approval. MassDOT will not be obligated to cure any title or survey defects prior to Closing except as may be provided in the Purchase and Sale Agreement.

Title to the Property shall be delivered subject to:

(a) Provisions of existing building and local zoning laws;

(b) Any taxes for the current tax year not yet due and payable, and any liens for municipal betterments assessed after the date of this ITB;

(c) Easements, restrictions, reservations, and eminent domain takings;

(d) Pre-existing utility-related installations (whether recorded or not), including, without limitation, highway drainage improvements;

(e) Any existing covenants, restrictions, and encumbrances to which Selected Bidder does not timely object under the Purchase and Sale Agreement and any reserved by MassDOT;

(f) Any encroachments, parties-in-possession, leases, licenses and occupancies that can be seen by inspecting the Property;

(g) If and to the extent that any development of the Property may have an impact on or interfere with any interstate or state highway element or any mass transit facility, a covenant in favor of MassDOT requiring the Selected Bidder to obtain MassDOT review and approval of plans and specifications for structural improvements to the Property prior to the commencement of construction; and

(h) Any title encumbrances or defects waived by the Selected Bidder under the Purchase and Sale Agreement.

V. BID AND CLOSING SCHEDULE

The following schedule is intended as a guide and is subject to change in MassDOT's sole discretion or due to any circumstances beyond its control.

Event	Description	Date
Pre-Bid Site Meeting	A pre-bid meeting will be held as described in Section I above. MassDOT reserves the right to conduct additional Pre-Bid Meetings.	12:00 P.M. ET, August 26th, 2024
Deadline for Receipt of Questions	Submission of questions shall be made in writing to massdotoread@dot.state.ma.us as described in Section I above.	5:00 P.M. ET, August 30th, 2024

Event	Description	Date
	Written questions may also be submitted by e-mail to Office of Real Estate & Economic Development 10 Park Plaza, Suite 2310 Boston, MA 02116. Questions must be in Microsoft word format and must reference "Whately ITB". Questions may be asked verbally at the Pre-Bid Meeting and all answers will be in writing. Responses to submitted questions will be provided in writing as an addendum to this ITB, which will be posted at the Website. Any verbal statements made relative to this matter, including those at the pre-bid meeting, should not be regarded as official or definitive.	
Deadline for requesting bid documents	Requests shall be made in writing and sent as provided in Section I above. Requests may also be submitted by e-mail to warren.zimmer@dot.state.ma.us. Requests must be in Microsoft word format and must reference "Whately ITB". Responses to requests will be provided in writing by email or by hand delivery or by U.S. certified or overnight Mail as provided herein. MassDOT shall not be responsible in any way if the email, delivery, or mail does not deliver the bid documents to the requestor.	4:00 P.M. ET, September 3rd, 2024

Event	Description	Date
Bid Due Date and Time	Completed bid submissions must be submitted as described in Section III above. Any change in or extension of this date and time will be posted with the Website.	12:00 P.M. ET, September 4th, 2024
Public Bid Opening	Public opening of all bids submissions. Location to be posted prior to the Bid Due Date.	12:05 P.M. ET, September 11th, 2024
Bid review by MassDOT and sending of Designation Letter.	Internal review of bid submissions and selection of Selected Bidder and sending of Designation Letter.	No later than September 27th, 2024
	All dates in this timeline for the time periods after the Public Bid Opening are estimates dates and will be adjusted accordingly.	
Execution of Purchase and Sale Agreement and Delivery of Selection Deposit by Selected Bidder	The Selected Bidder must deliver to MassDOT a Purchase and Sale Agreement executed by Selected Bidder and a bank check or wire transfer of funds for the Selection Deposit.	No later than October 11th, 2024

Event	Description	Date
Selected Bidder Due Diligence	The Selected Bidder's Due Diligence Period shall expire thirty (30) days from execution of the Purchase and Sale Agreement.	Estimated to be October 18th, 2024
Closing Date	The Closing for the Property transaction. Unless otherwise agreed by the parties, the Closing shall occur thirty (30) days after execution, by the Highway Administrator and Chief Engineer, of the Highway Alteration Plan described herein and in the Purchase and Sale Agreement.	Estimated to be 10:30 A.M. ET, November 19th, 2024

VI. DEPOSIT AND PAYMENT SCHEDULE

The Selected Bidder is required to make payment of Deposits in accordance with the schedule outlined below:

Milestone	Description	Amount	Date
Submission Deposit	To be paid to MassDOT upon submission of bid.	$10,000	Bid Due Date
Selection Deposit	To be paid to MassDOT at execution of the Purchase and Sale Agreement.	5% of the Purchase Price	Upon execution of the Purchase and Sale Agreement

THESE AND OTHER ESSENTIAL TERMS AND CONDITIONS OF THE BID ARE DESCRIBED IN THE DESIGNATION LETTER, PURCHASE AND SALE AGREEMENT, AND LICENSE AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN AS FORMS H, I AND J. BIDDERS ARE STRONGLY ADVISED TO READ, UNDERSTAND, AND SEEK CLARIFICATION FROM THEIR

COUNSEL AND ADVISORS OF ANY QUESTIONS PRIOR TO SUBMISSION OF THEIR BIDS.

VII. SELECTION CRITERIA

Responsible Bidders

Section 20 of MassDOT's Enabling Act requires that any sale of real property, such as this Property, shall be awarded, after advertisement for bids, to the "highest responsible bidder."

MassDOT defines a "responsible bidder" as one that meets the selection criteria set forth below. MassDOT will select the highest responsible bidder for the Property based upon its Bid Price and information contained in its bid submission.

Provided, however, that MassDOT reserves the right to request additional information of any or all Bidders in writing and to use that information when evaluating the Bids.

When evaluating the Bids, MassDOT will consider the following criteria:

a. **Submission Deposit.** Each Bidder will be required to provide a single Submission Deposit in the amount of Ten Thousand Dollars ($10,000).

b. **Financial Capacity.** Each Bid must include information to demonstrate the Bidder's financial capacity to pay the proposed Purchase Price to MassDOT in connection with its Bid and financial capacity to complete a proposed project(s) for the Property. Such evidence of financial capacity should include, without limitation, assets or equity, all sources of financing, and any commitment letter(s) showing available funds for these purposes.

c. **Conformance with ITB Requirements.** All Bids must be accompanied by a complete set of the schedules referenced in this ITB, and each Bidder must respond to all of the requirements set forth in the ITB. Any Bidder who does not submit all of the requested forms or does not

comply with the ITB's submission requirements or whose responses to such submission requirements are not satisfactory to MassDOT may be eliminated from consideration.

VIII. RESERVATIONS AND CONDITIONS

1. All of the terms, conditions, specifications, appendices and information included in this ITB shall constitute the entire ITB package and shall be incorporated by reference into each Bid. No conditions other than those specified in this ITB will be accepted, and conditional Bids may be disqualified.

2. The information contained herein is solely to facilitate interested bidders' independent investigations, examinations, due diligence reviews and analyses of the Property. Bidders must conduct their own due diligence. The Bidders is responsible for identification of and compliance with all current laws, regulations, rules, permits, approvals and other provisions that may be applicable to any use of the Property. The Property is subject to all applicable zoning, building, and other regulations and real estate taxation. MassDOT makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this ITB or that such information accurately represents the conditions that would be encountered on or in the vicinity of any of the Property, now or in the future. The furnishing of information by MassDOT shall not create or be deemed to create any obligation or liability upon them for any reasons whatsoever, and each Bidder, by submitting a Bid to MassDOT in response to this ITB, expressly agrees that it shall not hold MassDOT or any of their respective officers, agents, contractors, consultants, or any third party liable or responsible therefor in any manner whatsoever.

3. If any matter or circumstance under this ITB requires the consent or approval of MassDOT or that such matter be satisfactory to MassDOT, then the same may be granted, withheld, denied or conditioned by MassDOT in the exercise of its sole discretion.

4. If the date for the execution of the Purchase and Sale Agreement or the Closing Date is not on a "Business Day" (a "Business Day" being defined as any day other than a Saturday, Sunday, or legal holiday recognized by MassDOT), then such date shall be extended to the next succeeding Business Day.

5. Bidder selection shall be made in compliance with the Enabling Act and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, gender identity, sexual orientation or veterans status in consideration for an award.

6. MassDOT reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any bid when it determines that it is in MassDOT's best interest to do so, and to waive any defects in the ITB submission process when it determines such defects are insubstantial or non-substantive. No officer, employee, agent or consultant of MassDOT is authorized to waive this reservation. MassDOT reserves the right to accept, reject or negotiate at its sole and absolute discretion any bidder-proposed changes to the Purchase and Sale Agreement attached hereto.

7. Bidders shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the Bidders' proposed uses of the Property. Bidders shall be solely responsible for verifying any and all physical or other site conditions of the Property. Copies and summaries of physical or other site conditions of the subject Property, if any, are included in this ITB only as a convenience. MassDOT and any of their respective officers, agents, contractors, or consultants shall not be liable for any mistakes, damages, costs, or other consequences arising from any use of or reliance upon any such provided information.

8. No broker commissions or fees whatsoever shall be due or payable by MassDOT, its contractors or their respective employees.

9. MassDOT reserves the right to extend, suspend, supplement, withdraw, or amend this ITB or the ITB selection process or schedule for any reason, or for no reason, at any time. Bidders

shall be entirely responsible for any and all expenses incurred relative to this matter. MassDOT shall not be liable to any actual Bidder, potential Bidder, or the Selected Bidder for costs or expenses incurred by them as a result of the issuance, extension, supplementation, withdrawal, or amendment of this ITB or the process initiated hereby.

10. MassDOT reserves the right to reject any Bid that does not include all requested forms, that is not submitted in conformance with this ITB or any amendments thereto, or that contains responses to the submission requirements set forth in this ITB that are not responsive or satisfactory to MassDOT, or to reject any or all Bids, in its sole discretion, for any reason or for no reason.

11. In the event of any default by any Selected Bidder hereunder, then in addition to MassDOT's other rights hereunder, MassDOT may proceed to select another Bidder as the Selected Bidder, terminate the ITB, or begin a new selection process.

12. MassDOT reserves the right to discontinue its selection of any Bidder up to its execution of the Purchase and Sale Agreement. MassDOT shall not be liable to any such Bidder for costs or expenses incurred by it as a result of this discontinuance.

13. MassDOT reserves the right to seek additional information from any or all Bidders. Until such time as MassDOT has received Bids in response to this ITB and has received any and all additional information and/or revised Bids that MassDOT may request pursuant to this ITB, such Bids shall not be deemed to be complete.

IX. BEST AND FINAL OFFER PROCESS

MassDOT may determine that it is in its best interest to solicit a second round of Bids as best and final offers ("BAFO") from Bidders with responsive bids. These Bidders would be notified and provided BAFO forms and instructions. In the event an invited Bidder does not submit a new Bid, MassDOT will consider that as a resubmission of the Bid already received. The Bidder who submits the highest BAFO bid will

be deemed the Selected Bidder, subject to the MassDOT's right to reject all bids. Notwithstanding, potential Bidders should not assume that MassDOT will solicit a second round of Bids.

X. SEVERABILITY

If, for any reason, any section or provision of this ITB or any addendum to it is determined to be illegal, invalid, or unenforceable under present or future laws or regulations, then the remainder of this ITB shall not be affected thereby.

XI. CONFLICT OF INTEREST, COLLUSION

1. By submitting a Bid under the ITB, a Respondent (as defined below) certifies that no relationship exists between the Respondent and MassDOT or any officer, employee, or agent of MassDOT that constitutes a conflict of interest or that may be adverse to MassDOT.

2. By submitting a Bid under the ITB, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with MassDOT in a way that would constitute unfair competition or that may be adverse to MassDOT.

3. Note that "Respondent" as used herein means the Bidder; any director, principal, officer, partner, owner of an equity interest in the Bidder; employee, agent or representative of the Bidder; or any partnership, corporation or other entity with which any of the foregoing is or has been affiliated.

XII. PUBLIC RECORDS LAW

1. Bidders should assume that all material submitted in response to this ITB will be available to review by the public except to the extent there is an exemption therefor under the Massachusetts public records law or under any federal or state privacy laws. MassDOT assumes no liability for disclosure or use of any information or data submitted.

2. All information submitted in response to this ITB becomes the sole property of MassDOT. No Bidder has proprietary rights to any ideas or materials submitted in its Bid.

XIII. BIDDERS' RESPONSIBILITIES

1. Bidders shall thoroughly familiarize themselves with the provisions of this ITB. Upon receipt of this ITB, each Bidder shall examine this ITB for missing or partially blank pages due to mechanical printing or collating errors. It shall be the Bidder's responsibility to identify and procure any missing pages.

2. Any information contained in or furnished pursuant to this ITB is included (or made available) as a matter of convenience only, and MassDOT is not liable for any mistakes, costs, expenses, damages, or other consequences arising from use of or reliance on this information in any respect. Each Bidder, by submitting a Bid to MassDOT in response to this ITB, expressly agrees that it shall not hold MassDOT or any of their respective officers, agents, contractors, consultants, or any third party liable or responsible therefor in any manner whatsoever.

FORM A

Bid Proposal Requirements and Organization

Please organize your Bid in the format listed below. Please insert the referenced Section and Page number in your narrative to assist us in locating required information. Also, please use the question number in your narrative text to assist us in assuring that your submission is complete. If you believe additional information is needed to understand your Bid, please make reference to it and include it. It is recommended that a copy of this form is included at the beginning of the Bid to help MassDOT navigate the Bid.

Section	Description	Pages/Other
Section 1: Bid Forms	All Forms A-G, fully executed and completed together with Certificate of Legal Existence and public organizational documents. *Completed and signed Form B should be submitted in a separate, sealed envelope with a digital copy and three sets of financial information as described above.	All forms
Section 2: Cover letter and Bid Officer and Owner information	1. Cover letter, signed by a principal authorized signatory, introducing the project team and with full contact information (Name, address, phone, email, etc.). 2. Federal Tax Identification Number. 3. Foreign Entities, in the event that the Bidder is not a Massachusetts entity, said Bidder must include a statement agreeing to make all necessary filings to qualify to conduct business in the Commonwealth of Massachusetts prior to execution of the Purchase and Sale Agreement. 4. Describe any proposed joint venture, partnership or other for this ITB. 5. Bid Officers and Owners. The Bid must list the officers and others with an interest in the Bid:	Up to 15 pages (Including forms and letters)

	a) **For-Profit Corporation.** If the Bidder is a corporation, list all officers, directors, and owners of ten percent (10%) or more of the capital stock. b) **Non-Profit Corporation.** If the Bidder is a non-profit corporation, list all officers, and directors or board members. List any other entities that control or are controlled by the Bidder. c) **Non-corporation.** If the Bidder is other than a corporation, list all persons or entities with an interest of ten percent (10%) or more in the operations of the Bidder, including the title and percentage of the interest for each and any managers of a limited liability company.	
Section 3: Company Vendor Contacts	1. Bank Information – Provide the name, address and contact person and telephone numbers at each Bidder's primary bank. 2. Insurance Information – Provide the name, address and contact person and telephone numbers at each Bidder's insurance company.	Up to 3 pages
Section 4: Financial Questions	1. Each Bidder must provide answers to the following questions in the Bid package. Note that for purposes of these questions, "the Bidder" shall include: the Bidder; any director, principal officer, partner, or owner of ten percent (10%) or more of stock or with an interest of ten percent (10%) or more in the Bidder; or any partnership, corporation, or other entity with which the foregoing are or have been affiliated. If "yes" is answered to any of these questions, describe the circumstances in detail. a) **Bankruptcy.** In the past ten (10) years, has the Bidder filed for bankruptcy or been declared bankrupt? b) **Foreclosure.** In the past ten (10) years, has the property of the Bidder been the subject of a foreclosure proceeding?	Up to 10 pages

	c) **Loan default.** In the past ten (10) years, has the Bidder defaulted on a loan or a loan guaranty? d) **Lawsuit**. In the past ten (10) years, has the Bidder been a defendant in a lawsuit to collect loan or deficiency proceeds and/or to enforce a guaranty? e) **Purchase and Sale, Lease or Real Estate Contract default.** In the past ten (10) years, has the Bidder been in default of a purchase and sale agreement, a ground lease, any other lease, or a contract or agreement for the purchase or lease of real estate, or had such a lease, contract, or agreement terminated due to the Bidder's failure to comply with the terms of the lease, contract or agreement? f) **Prohibition.** Has the Bidder ever been prohibited from doing business with any government agency? g) **Felony.** Has the Bidder ever been indicted for or convicted of a felony? 1. **Illegal purpose.** Has the Bidder ever been involved, affiliated, or in known contact with any entity intending to utilize the subject Property for an illegal purpose or with any entity, individual, or member of any organized crime group or similar criminal enterprise?	

FORM B

Bid Form

Reference is herein made to a certain Invitation to Bid, dated _____ issued by the Massachusetts Department of Transportation (together with all figures, appendices, forms, and addenda, the "ITB"), relating to land located _____ Massachusetts (the "Property"). Initial capitalized terms, unless otherwise defined herein, shall have the meanings assigned to such terms in the ITB. The undersigned (the "Bidder") affirms that it has read and fully understands the terms and conditions set forth in the ITB, and hereby agrees to the terms and conditions thereof.

1. The minimum bid for the Property is $[_____].
2. The Bidder hereby irrevocably submits to MassDOT a Bid for the Property in the total amount of _____ Dollars ($_____), subject to the sale terms and conditions of the ITB.
3. The Bidder herewith submits to MassDOT (i) a Submission Deposit in the amount of Ten Thousand Dollars ($10,000) to be held in accordance with the ITB.
4. The Bidder agrees that all of the Bidder's expenses related to the preparation of this Bid for the Property and (if applicable) the consummation of the transaction contemplated hereby, including any costs related to any third-party representation engaged by the Bidder, are the Bidder's sole responsibility.

Executed under seal by the duly authorized _____ of the Bidder:

Name of Bidder: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

FORM C

Authority Certificate

I, _____, being the _____ of _____, hereby certify that the Bid submitted herewith has been authorized by the board of directors/members/_____ of the Bidder and that the above signatures are those of duly authorized agents and/or officers of same with authority to bind Bidder.

Date: _____ _____

Name: Title:

[Note: Bidder to change this form as appropriate for the Bidder's type of entity.]

FORM D

Additional Massachusetts Required Certifications

Reference is herein made to a certain Invitation to Bid dated _____, issued by the Massachusetts Department of Transportation ("MassDOT"), relating to land located _____, Massachusetts (together with all figures, appendices and forms and any addendum thereto, the "ITB"). Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to such terms in the ITB. This Form D must be executed in full.

Chapter 66A (Confidentiality and Privacy)

The undersigned (the "Bidder") acknowledges that, during the response and selection process for the ITB and, if selected as the Selected Bidder, the Bidder's performance under the Purchase and Sale Agreement, the Bidder may acquire or obtain access to "personal data" and become a "holder" of such "personal data" (as defined in Chapter 66A of the Massachusetts General Laws ("Chapter 66A")) or other information deemed confidential by MassDOT. The Bidder shall comply with Chapter 66A and any applicable regulations promulgated thereunder relative to confidentiality and privacy.

Chapter 62C, Section 49A (Tax Compliance)

Pursuant to M.G.L. Chapter 62C, Section 49A, the Bidder hereby certifies (a) under the pains and penalties of perjury that the Bidder is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting child support and (b) to the best of its knowledge and belief, it has no outstanding payment or filing obligations to the Commonwealth of Massachusetts Department of Revenue.

Section 7 of Chapter 521, Acts of 1990 (Child Care Assistance)

Pursuant to Section 7 of Chapter 521, Acts of 1990, as amended by Chapter 329, Acts of 1991, and regulations issued pursuant thereto, 102 CMR 12.00, the Bidder certifies under the pains and penalties of perjury that the Bidder is in compliance with all laws of the Commonwealth of Massachusetts relating to child care assistance, and if the Bidder is a qualified employer having fifty (50) or more full time employees, has established a dependent care assistance program, child care tuition assistance, or on-site or near site child care placement; or is an exempt employer.

Chapter 7, Section 22C (Northern Ireland Notice and Certification)

State agencies, state authorities, the House of Representatives or the state Senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland who fails to complete the certification required by M.G.L. c. 7, Section 22C. The Bidder certifies under the pains and penalties of perjury either that (check the applicable statement):

( ) the Bidder does not employ ten or more employees in an office or other facility in Northern Ireland;

OR

( ) the Bidder employs ten or more employees in an office or other facility located in Northern Ireland and further certifies that:

1. the Bidder does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and

2. the Bidder promotes religious tolerance within the workplace, and the eradication of any manifestations of religious and other illegal discrimination; and

3. the Bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Conflict of Interest/Collusion Certification

The Bidder certifies under the pains and penalties of perjury that (a) no relationship exists between the Bidder and MassDOT or any officer, employee, or agent of MassDOT that constitutes unfair competition or a conflict of interest or that may be adverse to MassDOT; and (b) it has not acted in collusion with any other Bidder or other entity doing business with MassDOT in a way that would constitute unfair competition or that may be adverse to MassDOT.

Massachusetts Executive Order 526

Consistent with MassDOT's policy to further the goals of the Executive Order 526, the Bidder shall not discriminate by segregation or otherwise against any person because of race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background in providing or refusing to provide any person or persons the use of or access to any facility including any and all services, privileges, accommodations, and activities of the Bidder. The Bidder shall not discriminate by segregation or otherwise against any employee or applicant for employment because of race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background and shall undertake specific affirmative action in those areas identified by MassDOT, from time to time, where utilization of transition plans, reports, goals, and timetables are necessary to ensure equal opportunity and to overcome the effect of past discrimination against specific groups. The Bidder agrees that in all matters related to the Property (as defined in the ITB), it will establish and develop civil rights policies and programs, consistent with those of MassDOT, designed to prohibit discrimination, ensure equality of opportunity, and implement appropriate narrowly tailored affirmative action in all operations, particularly in the areas of employment and public access.

Other Certifications

The Bidder certifies under the pains and penalties of perjury that the Bidder has filed with the Secretary of the Commonwealth all certificates and annual reports required by law. The Bidder certifies under the pains and penalties of perjury that the Bidder is not presently debarred or suspended from providing goods and/or services to the Commonwealth, or any other applicable debarment or suspension provision under state law or any rules or regulations promulgated thereunder.

Signed under the pains and penalties of perjury on this ____ day of _____, 202_ by the duly authorized _____ of the Bidder:

Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

FORM E

Bank/Financial References

1. All Bidders must provide two (2) bank or other financial institution references.

Name of Bank or Financial Institution_____

Address _____

Town/City_____ State_____Zip Code _____

Contact Person _____Telephone # _____

Name on the Account _____

Account # _____

2. All Bidders must provide a financial reference used for a project of similar size, scope and complexity as the project proposed in response to this ITB.

FORM E (continued)

To Whom It May Concern:

I, the undersigned, hereby authorize release to the Massachusetts Department of Transportation and _____ of any and all credit and bank account information concerning the individual, business or organization listed below.

I understand that this information is to be used solely for the purpose of evaluating my suitability to purchase the Property as defined and described in this ITB.

_____

SIGNATURE OF BIDDER

_____

PRINTED NAME OF BIDDER

_____

TITLE OF BIDDER

_____

PRINT COMPANY NAME

BY: _____

PRINT NAME: _____

TITLE: _____

FORM F

Chapter 7C, Section 38 Disclosure Statement

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): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

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 the correct person. 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.

(Continued on next page)

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:

Real Property Sale

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

Massachusetts Department of Transportation

(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 ___X__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

FORM G

FHWA and MEPA Agreement

Reference is herein made to a certain Invitation to Bid, dated _____, issued by the Massachusetts Department of Transportation ("MassDOT"), relating to land located _____ in _____, Massachusetts (together with all figures, appendices and schedules, the "ITB"). Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to such terms in the ITB.

In order to induce MassDOT to evaluate any Bid submitted to it by the undersigned (the "Bidder") pursuant to the ITB, the Bidder acknowledges and agrees that if it shall acquire land located _____ in _____, Massachusetts, pursuant to the ITB (the "Bidder Property"), the Bidder agrees that any and all work, development or other activities thereon shall be subject to all applicable laws, rules and regulations. Without limiting the foregoing, the Bidder acknowledges and agrees that if any such work meets or exceeds a review threshold under the Federal Highway Administration ("FHWA") regulations, 23 CFR 710, Subpart D, to the extent applicable ("FHWA Regulations"), then prior to any "Change in Access Control or Other Use or Occupancy" as defined under the FHWA Regulations, the Bidder shall file or cause to be filed with the Division Office of FHWA in Cambridge, Massachusetts, all such documents as are required by FHWA Regulations in connection with such work. Notwithstanding the foregoing, as to any FHWA filings, the Bidder will be required to assist in the preparation of the filing documents and the actual filings to FHWA will be made by MassDOT.

With regard to the Massachusetts Environmental Policy Act, M.G.L. c. 30, § 61 through 62H and 301 CMR 11.00 et seq. ("MEPA"), the Bidder acknowledges and agrees that development on the Bidder Property may be subject to MEPA. Accordingly, prior to any "Commencement of Construction" as defined under the MEPA regulations, the Bidder shall file or cause to be filed with the MEPA Office at the Executive Office of Energy and Environmental Affairs ("EOEEA") all such documents as may be required by the MEPA regulations in connection with such work. In any such filings, the Bidder shall disclose the fact that the Bidder Property has been purchased from MassDOT. The Bidder acknowledges that the Agency Action, as defined in MEPA, will not be deemed to be complete unless and until the EOEEA Secretary has determined that (i) no Environmental Impact Report is required; or (ii) a single or final Environmental Impact Report is

adequate and sixty (60) days have elapsed following publication of notice of the availability of the single or final Environmental Impact Report in the Environmental Monitor in accordance with 301 CMR 11.15(2).

The Bidder also agrees to provide to MassDOT evidence of the Bidder's compliance with all such laws, rules and regulations in connection with such work, including, without limitation, FHWA and/or MEPA requirements.

The Bidder acknowledges and agrees that any acquisition of the Bidder Property pursuant to the ITB will be made "as is", "where is" and "with all defects", as more particularly described in the ITB and the Purchase and Sale Agreement. As such, MassDOT has not given any assurances to the Bidder as to the nature, extent or scope of any permitted future development on the Bidder Property.

Accordingly, no decision or ruling from or relating to any FHWA review and/or MEPA review (or pursuant to any other applicable law, rule or regulation, including, without limitation, the Town/City of _____ Zoning By-Laws) shall affect any Purchase Price rendered, if applicable, for the Bidder Property, or entitle the Bidder to any credit or refund thereof.

This Agreement shall survive the delivery of the Release Deed to the Bidder Property and shall be binding upon the Bidder and its successors and assigns.

Executed as an instrument under seal as of _____ _____, 2024.

Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

FORM H

FORM DESIGNATION LETTER



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Gina Fiandaca, Secretary & CEO

massDOT
Massachusetts Department of Transportation

[Date]

VIA ELECTRONIC DELIVERY OR OVERNIGHT CARRIER

[Selected Bidder]

RE: Notification of Selected Bidder for the purchase of _____, MA

Dear [Selected Bidder],

Massachusetts Department of Transportation ("MassDOT") is pleased to inform [Selected Bidder] of its designation as the Selected Bidder for the purchase of approximately _____, Massachusetts (the "Property") as described in that certain Invitation to Bid dated _____, (as amended by Addenda _____ and _____ (collectively, the "ITB").

Certain terms from Selected Bidder's bid and the ITB are provided below to summarize the transaction. Notwithstanding, Selected Bidder will comply with all terms and conditions stated in this letter (the "Designation Letter") and all terms and conditions contained in the ITB. If there should exist a conflict between any term or provision of this Designation Letter and the ITB, the term or provision that is stricter, or requires a higher obligation or performance by Selected Bidder shall control. All capitalized terms in this Designation Letter not defined herein shall have the meanings ascribed to them in the ITB.

1. Selected Bidder has responded to the ITB with a responsive submission and a bid of _____ and 00/100 Dollars ($_____.00) for the purchase of the Property, subject to the terms and conditions in the ITB and the soon to be executed Purchase and Sale Agreement.

2. Selected Bidder has submitted a Submission Deposit in the amount of Ten Thousand and 00/100 Dollars ($10,000.00), in the form of a bank check made payable to MassDOT, the funds of which will be held in escrow by MassDOT and applied pursuant to the terms of the ITB.

3. Selected Bidder will execute the Purchase and Sale Agreement enclose herewith no later than sixty (60) days after receipt of this Designation Letter.

4. Selected Bidder will provide the Selection Deposit of Ten Thousand and 00/100 Dollars ($10,000.00) in the form of a bank check concurrent with the execution of the Purchase and Sale Agreement as required by the ITB, the funds of which will be held in escrow by MassDOT and applied pursuant to the terms of the Purchase and Sale Agreement.

5. Selected Bidder acknowledges that time is of the essence to this transaction. Selected Bidder will complete its due diligence within sixty (60) days from execution of the Purchase and Sale Agreement and meet all other deadlines pursuant to this Designation Letter and the ITB.

6. The Selected Bidder will execute the Due Diligence License attached hereto no later than seven (7) days after receipt of this Designation Letter. The Selected Bidder must provide a proposed Scope of Work within 5 days of the date hereof for MassDOT's review and approval.

7. Selected Bidder agrees to attend status meetings or to participate in conference calls with MassDOT to discuss and ensure that timelines are being met.

8. Selected Bidder shall not directly or indirectly transfer or assign its interest in this designation to any party, whether affiliated with Selected Bidder or not.

9. MassDOT's further performance hereunder is contingent upon its execution of the Purchase and Sale Agreement.

10. This Designation Letter is to be signed by an authorized representative of Selected Bidder, and (i) a copy of this countersigned letter, as well as evidence of authority for the authorized signatory, is to be emailed to Attorney Sean Chen of MassDOT at sean.chen@mbta.com and to MassDOT's representative Warren Zimmer at warren.zimmer@dot.state.ma.us within five (5) business days of issuance of this letter, and (ii) the original countersigned letter is to be promptly returned by overnight U.S. Postal Service mail or recognized commercial overnight carrier, or by hand delivery to MassDOT Office of Real Estate & Economic Development, at 10 Park Plaza, Suite 2310, Boston, MA 02116 Attn: Warren Zimmer within five (5) business days of issuance of this letter or the designation shall expire.

[Remainder of page intentionally left blank]

We look forward to working with you to complete this transaction.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By: _____

[signatory of the OREED]

Office of Real Estate and Economic Development

Acknowledged and agreed to

on _____ __, 2024

[SELECTED BIDDER]

By: _____

Name:

Title:

FORM I

Form of Purchase and Sale Agreement

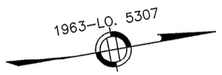
FORM J

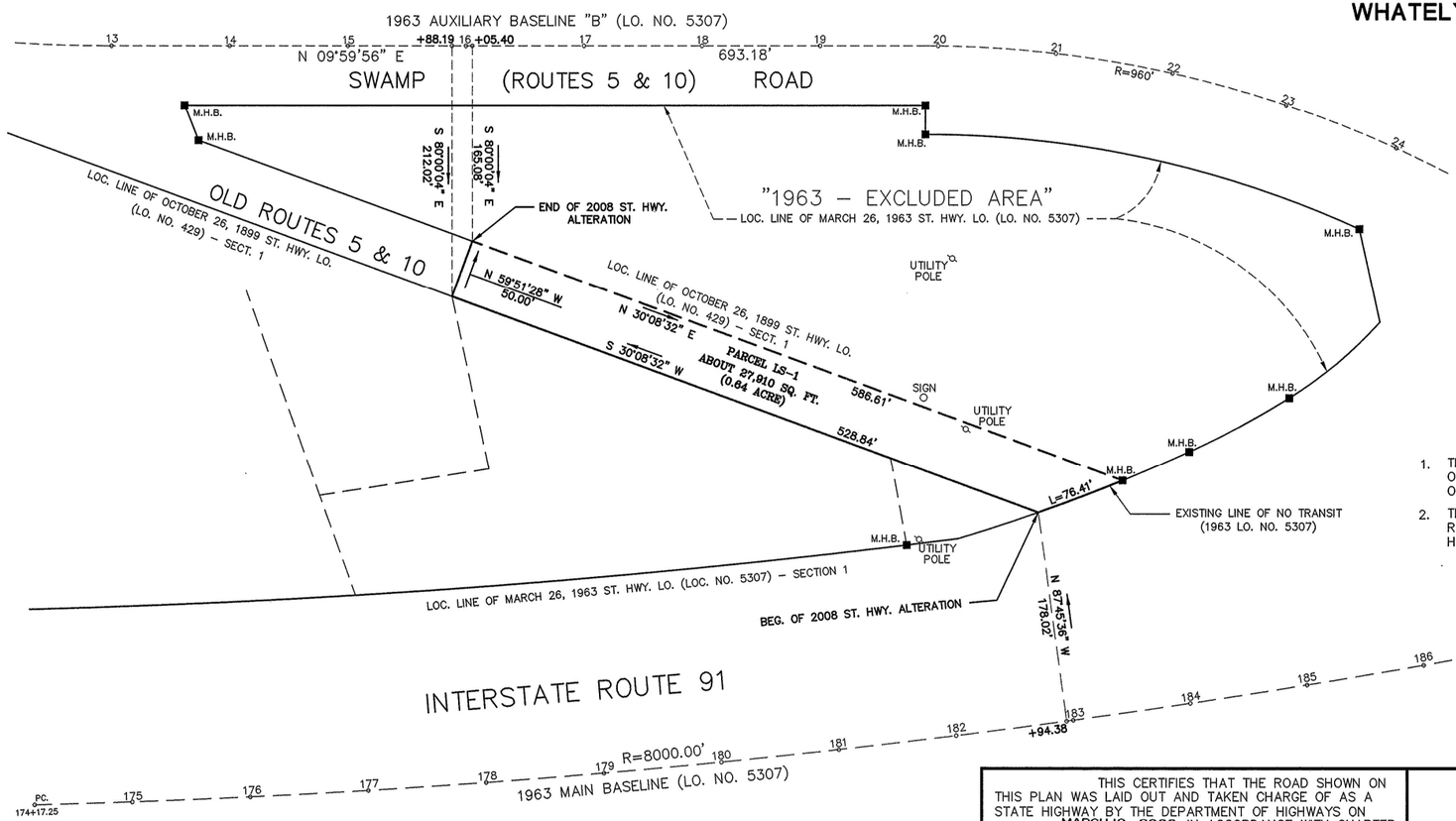
Form License Agreement

EXHIBIT A

PLAN OF LAND

WHATELY-2008 ALTERATION-ONE SHEET
LAYOUT NO. 8070





I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

MARCH 12, 2008
DATE

PAUL S. SMITH PLS# 40981

COMMONWEALTH OF MASSACHUSETTS
PAUL S SMITH No. 40981 REGISTERED PROFESSIONAL LAND SURVEYOR

NOTES:

1. THE ALTERATION CONSISTS OF REVISING THE LOCATION LINE OF THE STATE HIGHWAY TO EXCLUDE THEREFROM AN AREA OF LAND NO LONGER NEEDED FOR HIGHWAY PURPOSES.
2. THE COMMONWEALTH SHOULD RETAIN ANY HIGHWAY DRAINAGE RIGHTS TO EXTENT DEEMED NECESSARY BY MASSACHUSETTS HIGHWAY DEPARTMENT (MHD) ON THE PREMISES (PARCEL LS–1).

HOR. SCALE IN FEET
0 60 150 300

PLAN PREPARED BY:
PAUL S. SMITH LAND SURVEYING
319 SHAKER ROAD
EAST LONGMEADOW, MA 01028
(413) 525 4700

THIS CERTIFIES THAT THE ROAD SHOWN ON THIS PLAN WAS LAID OUT AND TAKEN CHARGE OF AS A STATE HIGHWAY BY THE DEPARTMENT OF HIGHWAYS ON **MARCH 19, 2008** IN ACCORDANCE WITH CHAPTER 81 OF THE GENERAL LAWS.

MASSACHUSETTS DEPARTMENT OF HIGHWAYS

THE COMMONWEALTH OF MASSACHUSETTS
PLAN OF ROAD
IN THE TOWN OF

WHATELY

FRANKLIN COUNTY

ALTERED AND LAID OUT AS A STATE HIGHWAY
BY THE DEPARTMENT OF HIGHWAYS
MARCH 19, 2008
SCALE: 60 FEET TO THE INCH

Thomas A. D. Fiadlo, P.E.
for **CHIEF ENGINEER**

LAYOUT NO. 8070

EXHIBIT B

LO (Layout) 8070

MARTELLY - 1992 - SHEET 220-3

J. Dwyer Est.
Mary Dwyer

Fredrick L. Graves

MERIDIAN

B

C

23 24 25 26 27 28 29 S. 40°34'50"W 30 31 32 33 34

2300.95'

60'

B

C

MAGNETIC

THIS SE... ALTERED By Ltr Dated May 28, 1960
SEE TRACING IN ... OF THAT DATE

Emmet R. Parker

T. Childs

SCALE 1" = 5 ...

EXHIBIT C

TITLE INFORMATION

9 6 '99. 300.

Commonwealth of Massachusetts.

MASSACHUSETTS HIGHWAY COMMISSION.

LAY OUT No. 429

Whereas, *the* Selectmen *of the* town *of* Whately *have adjudged that public necessity and convenience require that the Commonwealth should acquire as a State highway the road commencing at* the division line between the towns of Whately and Deerfield, *in said* town *of* Whately, *and extending in a* southerly *direction to* the division line between the towns of Whately and Hatfield ~~*in accordance with a plan and profile made by of and dated 189*~~ *and have applied by petition in writing to the Massachusetts Highway Commission (Petition No.* 408 *), stating that they recommend said road, and have also filed with the Massachusetts Highway Commission said plan and profile.*

Upon consideration of said petition *the Massachusetts Highway Commission adjudges that public necessity and convenience require that the Commonwealth should lay out and take charge of, as a State highway,* about four-fifths of a mile of said road petitioned for, beginning at the division line between the towns of Whately and Deerfield and extending in a south-westerly direction in two sections, as hereinafter described, at a uniform width of fifty (50) feet.

The centre line of location of the first section of Highway hereby laid out begins at a point at the division line between the towns of Whately and Deerfield, on the road known as the Swamp Road, the point of beginning being shown on plan as Station 0, and extends thence south 40° 30' west for the distance of 993.14 feet; thence south 38° 23' 10" west for the distance of 629.08 feet to the end of this section of the lay-out, the point of ending being shown on plan as Station 16 + 22.22 and lying about two hundred feet northerly of the overhead

Lay Out No. 429.

crossing of the New York, New Haven & Hartford Railroad. The total length of this section of road is 1622.22 feet.

The north-westerly and south-easterly lines of location of this section of road are parallel to the above described centre line and each twenty-five (25) feet distant therefrom, and are further defined by stone bounds set at angle points and at the beginning and ending of the lay-out, those set to mark the beginning being placed respectively north 87° 08' west of and 31.58 feet distant and south 87° 08' east of and 31.58 feet distant from the point of beginning of the centre line of location at Station 0, and on the said division line between the towns of Whately and Deerfield; those set to mark the ending being placed respectively north 57° 29' 35" west of and 25.13 feet distant and south 57° 29' 35" east of and 25.13 feet distant from the point of ending of the above described centre line at Station 16 + 22.22.

The centre line of location of the second section of highway hereby laid out begins at a point located as follows with reference to the point of ending of the centre line of location of the section above described; beginning at the point of ending of said centre line of location at Station 16 + 22.22 and extending thence south 26° 37' 40" west for the distance of 152.57 feet; thence south 82° 31' west for the distance of 131.26 feet; thence south 34° 31' 40" west for the distance of 93.95 feet to Station 20, as shown on plan, an overhead crossing of the New York, New Haven and Hartford Railroad intervening between these two sections of road. Said centre line, beginning at Station 20, as shown on plan, extends thence south 34° 31' 40" west for the distance of 199.05 feet; thence south 40° 34' 50" west for the distance of 2300.95 feet to the end of the lay-out, the point of ending being shown on plan as Station 45. The total length of this second section of road is 2500 feet.

The north-westerly and south-easterly line of location of this section of road are parallel to the above described centre line and each twenty-five (25) feet distant therefrom, and are further defined by stone bounds set at angle point, opposite the points on centre line shown on plan as Station 31 + 50 and Station 41 + 50, and at the beginning and ending of this section, those set to mark the beginning being placed respectively north 55° 28' 20" west of and 25.00 feet distant and south 55° 28' 20" east of and 25.00 feet distant from Station 20 on centre line of location; those set opposite Station 31 + 50 and Station 41 + 50 lying respectively north 49° 25' 10" west of and 25.00 feet distant and south 49° 25' 10" east of and 25.00 feet distant from said stations; those set to mark the ending being placed respectively 49° 25' 10" west of and 25.00 feet distant and south 49° 25' 10" east of and 25.00 feet distant from the point of ending of this centre line of location of this section at Station 45.

The total length of highway hereby laid out is 4122.22 feet.

as shown on a plan drawn by Charles Mills
dated October 26, *1899*, *and approved by the Commission*
October 26, *1899*.

It is therefore voted that said road as described and shown on said plan and profile approved by this Commission and on file at this office be laid out and taken charge of by the Commonwealth; that a certified copy of said petition and plan be filed in the office of the County Commissioners of said County of Franklin, *with a certificate that said Highway Commission has laid out and taken charge of said highway as a State highway, in accordance with the plan approved by said Highway Commission, and that a copy of said plan and location of the portion lying in the* t o w n *of* W h a t e l y *be filed with the* T o w n *Clerk of said* t o w n *of* W h a t e l y.
The remainder of said petition is placed on file for future action.

No owner or occupant of land adjoining said State highway claiming damage, no award for damage is made.

Dated the twenty-sixth *day of* October *1899*.

W. E. McClintock
Charles W Ross
Massachusetts Highway Commission.

A certified copy of the said plan and location has been placed on file in this office.

Oct. 31 1899 George A Elder *Town Clerk of* Whately.

Certified copies of the said petition and plan have been placed on file in this office.

Nov. 6th *1899*. Clifton A. Reed *Clerk of the County Commissioners of* Franklin *County.*

Lay Out No. 429.

MASSACHUSETTS HIGHWAY COMMISSION.

Town of Whately

Road from

Deerfield Line or Great Swamp Road to a point four fifths of a mile southerly

Two sections

Laid out Oct. 26, 1899.

Petition No. 408

Sta. 20 to Sta. 16+22.22 45