



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE
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June 30, 2026

FDS MA Liberty Junction, LLC
c/o Claiborne Williams 1001
19th Street Suite 1401
Arlington, VA 22209

RE: Request for Proposals (the RFP) on behalf of the Massachusetts Trial Court (TRC), Springfield, MA, within 0.5 miles of public transportation. Please note that proposals for Premises outside this search area will not be considered, Project # 202410900

Dear Mr. Williams:

The Massachusetts Trial Court, in consultation with the Division of Capital Asset Management and Maintenance (DCAMM), has completed its evaluation of the proposals received in response to the RFP. DCAMM is pleased to advise The Liberty Junction Team (the "Proposer") that the Massachusetts Trial Court and DCAMM have determined that the Proposer's proposal on behalf of FDS MA Liberty Junction, LLC for a forty (40)-year lease, with two (2) ten (10)-year extension options for a maximum term of sixty (60) years, of approximately 270,055 usable square feet at 125 Liberty Street, Springfield (the "Proposal"), best satisfies the criteria set forth in the RFP.

Please refer to the Commonwealth Office Lease accompanying the RFP (the "Lease") for the definitions of any initially capitalized terms used in this letter that are not otherwise defined herein. Without limiting or modifying the conditions set forth in the RFP or in the Lease, selection of the Proposal is subject to the following conditions:

1. **Kick-Off:** Owner and the Owner's architect must participate in a lease kick-off meeting to begin schematic space planning with DCAMM and the User Agency within 30 days.
2. **Control of Site:** This conditional selection is based on the Proposer's representation that it will satisfy the site control requirements set forth in the RFP. The Proposer must provide evidence, in form and substance acceptable to the Commonwealth, that it has satisfied the RFP's site control requirements prior to lease execution. If the Proposer

does not satisfy the RFP's site control requirements, the Commonwealth reserves the right to rescind this conditional selection and pursue another proposal.

3. **Collaborative Scope Development:** Landlord shall collaborate in good faith with DCAMM and the User Agency to develop and finalize mutually acceptable scopes of work related to fall protection systems (if needed), design and specifications of information technology (IT) infrastructure and audiovisual (AV) systems, security requirements, on-site secured parking, and exterior architectural and site design elements. In developing the final design, specifications, and scopes of work, the Landlord shall utilize high-quality, durable materials and building systems that are appropriate for a long-term institutional facility and designed to maximize the useful life, resilience, and maintainability of the building. Material selections and construction methods shall prioritize long-term performance, lifecycle value, and reduced maintenance requirements, subject to DCAMM's review and approval.
4. **Lease Rider:** Tenant's selection of the Premises is expressly conditioned upon the Parties successfully negotiating, in good faith, a mutually acceptable Lease Rider. The Parties shall promptly commence such negotiations and shall use commercially reasonable and good faith efforts to finalize the Lease Rider within a reasonable time after execution of this Conditional Selection Letter.
5. **Revised Premises Size:** Landlord shall acknowledge and agree that the proposed leased premises shall be reduced from the originally proposed square footage to approximately 220,000 usable square feet, subject to final programming, test fits, and lease negotiations. A revised Space Allocation and Finish Schedule (SAFS) is attached to this Conditional Selection Letter and reflects the updated program requirements upon which the parties shall proceed. Any cost savings resulting from the reduction in the leased premises or from modifications required to accommodate the revised program shall accrue to the benefit of the Commonwealth of Massachusetts. In addition, The Massachusetts Trial Court and DCAMM reserve the right, throughout the programming, design, and lease negotiation process, to evaluate and pursue other reasonable cost-saving measures and value-engineering opportunities, provided such measures are acceptable to DCAMM and the Massachusetts Trial Court and do not materially diminish the functional requirements of the Project.
6. **Approval of Development Team:** Landlord's proposed development team, including but not limited to architects, engineers, contractors, consultants, and key subcontractors identified in the Proposal, was a material factor in the evaluation and selection of the Proposal and shall remain assigned to the Project. The qualifications, experience, and composition of the proposed development team were considered as part of the Proposal evaluation process and award determination. Any replacement, substitution, addition, or other material change to any member of the proposed development team shall be subject to the prior written review and approval of DCAMM and the User Agency, in their sole discretion. No such change shall be made without obtaining such approval.
7. **Prevailing Wage Compliance:** Landlord shall comply with all applicable prevailing wage laws and requirements for the entirety of the Landlord's Improvements and construction activities associated with the project throughout the term of the lease and any subsequent extensions and shall follow such requirements set forth by DCAMM's Compliance team.

8. **Capital Repair Account:** Landlord shall collaborate in good faith with DCAMM and the User Agency to develop and finalize a mutually acceptable Capital Reserve Account. In the event the proposed \$5,000,000 rent concession is not applied toward the Capital Reserve Account, the parties shall negotiate an alternative Capital Reserve Account structure acceptable to DCAMM and the Massachusetts Trial Court.

Consistent with the Landlord's clarification letter dated February 25, 2026, the lease shall require the Landlord to annually provide a rolling five-year projection of anticipated Capital Repair expenses and to perform a Property Condition Report every five (5) years. Such information shall be provided to assist the Commonwealth in evaluating whether the balance of the Capital Repair Account is sufficient to fund anticipated Capital Repairs during the lease term.

9. **Compliance with RFP and Executive Order Requirements:** The Building and Project shall fully comply with all applicable requirements of the Request for Proposals ("RFP"), including but not limited to Executive Order 569, *Establishing an Integrated Climate Change Strategy for the Commonwealth*, and Executive Order 594, *Leading by Example – Decarbonizing and Minimizing Environmental Impacts of State Government*.

10. **Conflict of Interest:** As a condition of selection, the selected team must consult with the State Ethics Commission regarding any actual, potential, or perceived conflicts of interest that may have arisen as a result of a team member becoming a state employee between the date of proposal submission and the date of this selection. The selected team must take all necessary steps to disclose, mitigate, or eliminate any such conflicts to the satisfaction of the Commonwealth prior to contract execution.

11. **Sustainability and Decarbonization Commitments:** Landlord shall incorporate all practicable means, methods, and commitments necessary to mitigate environmental impacts and support the Massachusetts Trial Courts sustainability objectives, including, without limitation:

- Designing the Building to be fossil-fuel free to the maximum extent practicable;
- Achieving energy use intensity (EUI) performance comparable to current DCAMM and Massachusetts Trial Court courthouse projects;
- Utilizing enhanced energy modeling and life cycle cost analyses (LCCA) throughout the design process;
- Achieving performance exceeding applicable ASHRAE baseline standards;
- Incorporating a high-performance building envelope to reduce heating and cooling demand;
- Providing enhanced commissioning, LED lighting systems, all-electric building systems, and automatic temperature controls utilizing full direct digital control-based Building Management Systems; and
- Incorporating site resiliency and climate mitigation measures consistent with Resilient Mass Action Team (RMAT) policies, including strategies to reduce urban flooding and extreme heat impacts.

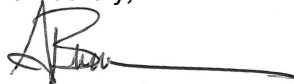
To confirm agreement with and acceptance of the conditions set forth in this letter, the enclosed counterpart of this letter must be executed and dated by a person authorized to bind Owner and returned to Peter Woodford, Senior Project Manager, at Peter.Woodford@mass.gov.

Upon timely compliance with the foregoing paragraph, DCAMM will contact the Proposer to commence negotiations toward a lease substantially in the form of the Commonwealth Office Lease included with the RFP (the "Lease"). Any changes to or deviations from the RFP, the Proposal, the attached revised program requirements, or the Lease shall be subject to DCAMM's review and approval in its sole discretion. No lease shall be deemed final, binding, or effective unless and until it has been approved and executed by DCAMM. Any costs or expenses incurred by Owner, Landlord, or the Proposer before execution of a lease shall be incurred solely at their own risk.

This notification is provided solely to advise the Proposer of the current status of the selection process and the conditional selection of the Proposal. This letter does not constitute a commitment by the Commonwealth to enter into a lease, nor does it constitute acceptance of the proposed Total Annual Rent or any other term contained in the Proposal. Although the parties may engage in good-faith negotiations, neither party shall be obligated to enter into a lease, and the Commonwealth reserves the right to terminate this conditional selection or cease negotiations at any time and for any reason, including, without limitation: (i) changes in the requirements of the User Agency; (ii) failure to finalize a lease within a timeframe acceptable to the Commonwealth; (iii) a determination that Owner, Landlord, or the Proposer is not in compliance with applicable laws, executive orders, regulations, or contractual obligations; or (iv) any other circumstance that DCAMM determines, in its sole discretion, warrants termination in the best interests of the Commonwealth. In the event negotiations are terminated, the Commonwealth may re-advertise the opportunity or enter into negotiations with another proposer.

If there are any questions, please contact the Project Manager, Peter Woodford, at 617-429-8227.

Sincerely,



Adam Baacke
Commissioner

FDS MA Liberty Junction, LLC

By:


Name Claiborne Williams

7/1/2026

Date Signed

Title Authorized Signatory

Enclosures:

- Space Allocation and Finish Schedule (SAFS)

cc: Chris McQuade, TRC
Peter Woodford, DCAMM
File #: 202410900
Tracking