



**REQUEST FOR PROPOSALS**  
**TO SELL PROPERTY TO THE COMMONWEALTH**  
**FOR THE MASSACHUSETTS TRIAL COURT**



**Adam Baacke, Commissioner**

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

**Issued: November 15, 2023**

**Proposals Due: January 31, 2024 at 2:00PM**

**REQUEST FOR PROPOSALS**  
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**Table of Contents**

- I. INTRODUCTION AND GENERAL REQUIREMENTS
- II. PROPERTY CHARACTERISTICS
- III. PROPOSAL SUBMISSION PROCESS
- IV. PROPOSAL SUBMISSION REQUIREMENTS
- V. SCHEDULE
- VI. PROPONENT QUESTIONS
- VII. ADDENDA
- VIII. SELECTION CRITERIA
- IX. SELECTION PROCESS
- X. TERMS OF PURCHASE AND SALE AGREEMENT
- XI. GENERAL PROVISIONS

**Appendices**

- A. TARGET AREA
- B. PROPOSAL COVER SHEET
- C. DISCLOSURE STATEMENT OF BENEFICIAL INTEREST

**REQUEST FOR PROPOSALS  
TO SELL PROPERTY TO THE COMMONWEALTH  
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**I. INTRODUCTION AND GENERAL REQUIREMENTS**

The Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance (DCAMM) on behalf of the Massachusetts Trial Court is issuing this Request for Proposals (RFP) to solicit sale and gift offers from owners of parcels no less than two (2) acres and no more than five (5) developable acres in the City of Springfield.

The mission of the Massachusetts Trial Court is to bestow:

- fair and impartial administration of justice;
- protection of constitutional and statutory rights and liberties;
- equal access to justice for all in a safe and dignified environment with policies and practices that strengthen and support diversity, equity, and inclusion;
- efficient, effective, and accountable resolution of disputes; and
- prompt and courteous service to the public by committed and dedicated professionals utilizing best practices in a manner that inspires public trust and confidence.

To further its mission, the Massachusetts Trial Court in conjunction with DCAMM is replacing the existing Hampden County Hall of Justice and the adjacent Housing and Juvenile Court building with a modern Justice Center. To achieve this, DCAMM is interested in acquiring ownership of a property within the City of Springfield to develop a Justice Center. This RFP is soliciting sale and gift offers from owners of no less than two (2) acres and no greater than five (5) developable acres located within the City of Springfield as shown in Appendix A.

The deadline for submitting Proposals in response to this RFP is **2PM on January 31, 2024**.

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

DCAMM is soliciting voluntary sales only. DCAMM will not acquire any property if negotiations fail to result in an amicable agreement with the Seller. As provided

herein, DCAMM will inform the selected Proponent of DCAMM's opinion of the fair market value of the property.

DCAMM previously conducted a site assessment (*Springfield Courts Complex Relocation Assessment dated May 15, 2023*). That site assessment will have no bearing on this RFP process or in the review of Proposals. Unlike the May 2023 Assessment, this RFP is a competitive process in which DCAMM and the Massachusetts Trial Court will evaluate each Proposal submitted relative to the Selection Criteria set forth in Section VIII below.

## **II. PROPERTY CHARACTERISTICS**

It is envisioned that the selected parcel(s) may singularly or contiguously in aggregate total no less than two (2) acres and no more than five (5) developable acres of land for the development of a state-of-the-art Justice Center comprising approximately 350,000 to 400,000 gross square feet. A Proposal may be submitted by a property owner, an owner's authorized agent or representative, or a party with a binding option to acquire the property. Proponents owning several distinct properties must submit a separate Proposal for each property. If property owners have several contiguous properties that total no less than two (2) acres and no more than five (5) developable acres, then one Proposal must be submitted. Owners of properties larger than five (5) acres may submit Proposals which include the subdivision of their parcels to convey a portion of their parcel for the Justice Center development, while retaining ownership of the balance of their holdings.

The proposed properties may be vacant or improved with other buildings and structures. It is anticipated that redevelopment of the property acquired pursuant to this RFP may require eventual demolition of existing structures. DCAMM and the Massachusetts Trial Court reserve the right to select Proposals with fewer or more acres, or to reject all Proposals, if deemed in the interest of the Commonwealth to do so.

## **III. PROPOSAL SUBMISSION PROCESS**

Proponents have two (2) methods to submit Proposals: (A) electronically or (B) by mail, messenger service, or hand delivery to DCAMM's Boston Office. Both methods are described more fully below.

## A. Electronic Proposal Submission

Proposals must be submitted electronically in PDF format via email to [springfieldacqrfp.dcammm@mass.gov](mailto:springfieldacqrfp.dcammm@mass.gov). The email subject line should be labeled “Springfield RFP Proposal”. Proposals must be received on or before January 31, 2024 at 2:00PM. DCAMM will acknowledge receipt of Proposals submitted via email with an auto-reply message. **Proposals received via email later than 2:00PM on January 31, 2024 will be deemed non-responsive and will be rejected.**

As such, Proponents are cautioned to make the following considerations when emailing their Proposals:

1. Ensure Proposals are being sent to the correct email address: [springfieldacqrfp.dcammm@mass.gov](mailto:springfieldacqrfp.dcammm@mass.gov).
2. Be aware the Commonwealth’s email system will not accept email attachments over 25 megabytes (MB).
  - If Proposal attachments are approximately 25MB or larger, Proponents should consider dividing the attachment into multiple PDF files. Email the PDF files separately. The subject line should include that the email is \_\_\_ of \_\_\_ (i.e., 1 of 2, 2 of 2, etc.).
3. DCAMM will not accept links to file hosting services (e.g., Dropbox) or ftp site links.
4. Avoid sending Proposals immediately before the deadline to account for slow transmissions, incorrect email address, or errors generated by attachment sizes exceeding acceptable limits.

## B. Proposal Submission by Mail, Messenger Service, or Hand Delivery

Four (4) hard copies and a memory stick with a complete electronic PDF version of the Proposal must be received at the offices of DCAMM located at One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108 by **2:00PM on January 31, 2024**. Hard copies of the Proposal should be submitted on 8.5 x 11 paper. All pages must be consecutively numbered to correspond to the format outlined in Section IV Proposal Submission Requirements.

The Proposal including the above documents must be received at the offices of DCAMM by **2:00PM on January 31, 2024** and must be in a **sealed** envelope addressed and marked as follows:

Your Name

Your Return Address



**SEALED PROPOSAL – MASSACHUSETTS TRIAL COURT**

Heidi J. Green, Senior Project Manager  
c/o Office of Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15th Floor Reception  
Boston, MA 02108

**DO NOT OPEN UNTIL AFTER 2:00PM ON January 31, 2024**

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

**Proposals received by DCAMM’s Office, 15<sup>th</sup> floor later than 2:00PM, January 31, 2024 will be deemed non-responsive and will be rejected.**

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

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

**These guidelines will be strictly enforced. Proponents are cautioned to hand deliver their Proposals or to allow sufficient time for their Proposals to be received by DCAMM. Proponents making hand deliveries are cautioned to arrive sufficiently in advance of the deadline to allow themselves time to clear the security screening process, which most likely will be time consuming.**

Subsequent to receiving the Proposals, DCAMM reserves the right to request additional information from any and all Proponents. DCAMM may request clarifications of the Proponents’ Proposals. DCAMM further reserves the right to extend the deadline for submission of Proposals. All Proposals will become the property of DCAMM. Proposals will not be returned to Proponents.

## **IV. PROPOSAL SUBMISSION REQUIREMENTS**

### **A. Submittal Format**

Proposals must be organized, tabbed, and labeled as follows:

1. Transmittal Letter
2. Proposal Cover Sheet (See RFP, Appendix B)
3. Section 1 – Property Ownership and Proponent Information
4. Section 2 – Site Characteristics and Context Befitting a Justice Center
5. Section 3 – Complexity of Acquisition
6. Section 4 – Acquisition Costs and Financial Benefits to the Commonwealth
7. Section 5 – Disclosure Statement of Beneficial Interest (See RFP, Appendix C)

### **B. Transmittal Letter**

A Transmittal Letter prepared on the Proponent's letterhead should accompany the Proposal. The letter should indicate the Property Owner's sole representative to receive all DCAMM correspondence related to the Proposal including contact information (email address, mailing address, and phone number).

### **C. Proposal Cover Sheet**

Proposals shall include a completed Proposal Cover Sheet in the form attached to this RFP as Appendix B.

### **D. Section 1 – Property Ownership and Proponent Information**

Proposals must include:

- a. The name, address, telephone number and email address of the Proponent. The name(s) of the representative(s) authorized to act on the Proponent's behalf.
- b. If the Proponent is different from the owner of the Parcel, specify the owner's name, address, telephone number, and email address.
- c. The address and parcel size.
- d. A copy of a survey or tax assessor's parcel plan showing the lot lines of the property and abutting properties. In the event a subdivision is proposed, a plan showing proposed lot lines must be included.
- e. If all of the current owners of the property do not sign the Proposal Cover Sheet (RFP, Appendix B), a letter or other document authorizing the persons signing the Proposal to do so on behalf of the owner(s).

- f. If the Proponent is not the owner, a copy of the Proponent's Purchase and Sale Agreement with the current owner of the property or a copy of the Proponent's option to purchase the property.
- g. A copy of the deed to the owner(s).

## **E. Section 2 – Site Characteristics and Context Befitting a Justice Center**

Proposals must include:

- a. A Site Plan.
- b. **Site Characteristics** - A description of the parcel including but not limited to the following information:
  - i. The shape and topography of the property.
  - ii. Does property include any historic structures, cultural resources, and/or archaeological artifacts?
  - iii. A description of the public utility connections or availability including but not limited to the size, capacity, and condition of water, sanitary, electricity, gas, and telecommunications infrastructure.
  - iv. A description of the environmental condition of the property, to the extent known to the Proponent:
    - 1. The presence of wetlands.
    - 2. Whether the property is in a flood plain.
    - 3. The presence of protected agricultural, recreational open space and/or habitat areas.
    - 4. Whether the site is a brownfield.
    - 5. Are there any known hazardous materials in the land or buildings and other improvements?
    - 6. Are there any conservation or historic preservation restrictions impacting all or any portion of the property?
    - 7. Any known subsurface conditions which could adversely impact the installation of geothermal wells.
- c. **Site Context** - A description of the property's context which must include the following information:
  - i. The property's vehicular and pedestrian access.
  - ii. Site's proximity to downtown Springfield, high visibility, civic presence.
  - iii. Site's location relative to public parking facilities and public transportation options with direct connections.



- iv. Site's proximity to amenities for Justice Center staff and clients.
- v. Would a Justice Center be a compatible use at the site? Operations at a Justice Center include recorded proceedings which could be negatively impacted by loud regular sources of noise. Describe any sources of noise pollution nearby to the site.
- vi. The Walk Score and Transit Score for the property from [walkscore.com](http://walkscore.com).

### **F. Section 3 – Complexity of Acquisition**

Proposals must include:

- a. A description and/or plan of known easements and restrictions of record.
- b. A Statement that the Seller would be able to deliver good and marketable title with quitclaim covenants to the property to the Commonwealth in a timely fashion.
- c. A Statement of the occupants of the property, type of occupant (residential, business, etc.), square footage, use of property, the dates their occupancy terms end, and any of the occupants' rights to renew or extend.

### **G. Section 4 – Acquisition Costs and Financial Benefits to the Commonwealth**

Proposals must include:

- a. The sale price of the property.
- b. Any proposed contribution of a gift by the Seller to the Commonwealth.

### **H. Section 5 – Disclosure Statement**

Proposals must include:

- a. A properly executed Disclosure Statement of Beneficial Interest in the form attached as Appendix C to this RFP.

## V. SCHEDULE

Below is the Schedule for this Request for Proposals:

Action	Date
RFP Issued	November 15, 2023
Proponent Questions Due	December 13, 2023 by 2:00PM
Proposals Due	January 31, 2024 by 2:00PM

This schedule, and any deadlines set forth herein, are subject to modification by DCAMM in its sole direction.

## VI. PROPONENT QUESTIONS

Proponents may submit questions regarding this RFP to DCAMM. All such questions, requests for information or clarification of the intent and content of any provision of this RFP, and any other questions from Proponents regarding this RFP must be submitted via email to [springfieldacqrfp.dcammm@mass.gov](mailto:springfieldacqrfp.dcammm@mass.gov) by **2:00PM** on **December 13, 2023**. All questions and inquiries will remain confidential and anonymous. DCAMM will post answers to questions, without any identifiers as to the sources of the questions, as an addendum to the RFP on the DCAMM website. Proponents may not communicate with DCAMM, the Trial Court of Massachusetts, or any of its representatives (Greystone Management Solutions; Commercial Industrial Solutions RE, LLC, HDR Architecture PC, or CGL Companies) regarding this RFP except through written questions as described above. Other than the process above, from the date this RFP is issued until the Proponent is selected, Proponents, or anyone representing the Proponents, shall not communicate with any DCAMM representative at any time, other than as described in this Section.

## VII. ADDENDA

DCAMM will issue any and all addenda to this RFP if, in its opinion, any terms and provisions of this RFP require clarification or interpretation. All addenda, if any, will be posted as an addendum to the RFP on DCAMM's website, no later than five (5) business days prior to the deadline for submission of Proposals. Only the information on the DCAMM website may be relied upon by Proponents. Any RFP amendments, clarifications, changes or updates (including changes to any dates and deadlines), and any DCAMM responses to Proponents' questions will be posted on this webpage only. It is the sole responsibility of prospective Proponents to check this website for new information.

## VIII. SELECTION CRITERIA

DCAMM and the Massachusetts Trial Court will evaluate each Proposal using the following three (3) Selection Criteria (in no particular order):

#	Selection Criteria
<b>1.</b>	<b>Site Characteristics and Context Compatible with a Justice Center</b>
	A. The extent to which the proposed property has adequate access with civic presence, high visibility, and proximity to downtown Springfield.
	B. The extent to which the site is within a short distance of public parking facilities and has direct convenient public transportation options.
	C. The extent to which the site has a high Walk Score and Transit Score.
	D. The extent to which the property is development-ready (including, but not limited to, level topography, access to all necessary public utilities, minimal to no environmental contaminants or hazardous materials, not within a flood zone, and with minimal to no restrictions from wetlands).
	E. Site conditions support compliance with the requirements of EO 594 and the Commonwealth's decarbonization and sustainability goals.
<b>2.</b>	<b>Complexity and Length of Time of Acquisition</b>
	A. The extent that the Property has a clear title with minimal to no easements or restrictions.
	B. Anticipated number of transactions to complete the acquisition.
	C. The impact on acquisition timing of tenant/occupant lease or agreement termination dates and options to renew or extend.
	D. Anticipated time required to render the property development ready for the new Justice Center.
<b>3.</b>	<b>Acquisition Costs and Financial Benefits to the Commonwealth</b>
	A. Anticipated costs to the Commonwealth associated with the acquisition.
	B. Any financial benefit to the Commonwealth as part of the sale.
	C. Any other factor that a reasonable businessperson or fiduciary representing the Commonwealth may consider advantageous of the contemplated purchase.

## IX. SELECTION PROCESS

DCAMM, in consultation with the Trial Court of Massachusetts, will evaluate all Proposals received by the submission deadline for conformance with the requirements stated in this RFP and the selection criteria. Evaluation of Proposals will be based on information provided in the Proposals, information obtained on site visits, and on any additional information requested from Proponents or obtained by DCAMM. DCAMM and/or the Trial Court of Massachusetts staff, and their designated consultants, may conduct site visits of properties to verify information provided in the Proposals and to perform detailed evaluations. Should it decide to do so, DCAMM will contact selected Proponents to schedule site visits at a mutually convenient date and time. Proponents should be present at the site visit or should arrange to have someone present who has the knowledge and authority to represent them.

The Proposal(s) selected for negotiation will be those that are deemed in the Commonwealth's reasonable opinion to provide best value in terms of maximizing the benefits to the Massachusetts Trial Court and the Commonwealth with the funds that may be currently available to pay for the costs incurred in the purchase of the selected property and the development of a Justice Center.

Upon selection of a Proposal or Proposals, DCAMM will notify all Proponents of its decision in writing. Such notification does not represent a contract, nor does it commit the Commonwealth to enter into a contract. It is assumed that both parties will make a good-faith effort to close the transaction, but only a fully executed Purchase and Sale Agreement shall bind the Commonwealth. If DCAMM is unable to negotiate a satisfactory Purchase and Sale Agreement(s) with one or more selected Proponents, DCAMM may reject their Proposals at any time and negotiate Purchase and Sale Agreements with Proponents whose Proposals were not initially selected. The Commonwealth reserves the right to reject any and all Proposals and readvertise this RFP at any time.

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

## X. TERMS OF THE PURCHASE AND SALE AGREEMENT

The terms of any Purchase and Sale Agreement shall be subject to the approval of DCAMM's Commissioner in his sole discretion. The terms are expected to include the following:

1. The closing date will be a reasonable date mutually acceptable to DCAMM, Massachusetts Trial Court, and the Seller. The purchase price will be paid in good funds at closing.
2. DCAMM shall have a due diligence period of six months to search title, perform site and hazardous materials assessments and other due diligence investigations, and to obtain an appraisal of the property. If for any reason, DCAMM is unable to complete its due diligence, finds the title (including but not limited to the existence of restrictions and easements) or condition of the property unacceptable, or finds that the Seller has misrepresented the existence of occupants or the terms of their occupancy agreements or finds that the proposed sale price is unacceptably higher than the property's appraised fair market value, then DCAMM may terminate the Purchase and Sale Agreement prior to the expiration of the due diligence period and the parties shall have no further recourse against each other. DCAMM may extend the due diligence period for additional three-month periods up to a year upon notice to the Seller before the expiration of the then current due diligence term.
3. DCAMM may inform the Seller of DCAMM's opinion of the fair market value of the property based on the appraisal obtained. In such event, the Seller shall have the option, exercisable within five (5) business days of its receipt of DCAMM's opinion of value, of terminating the Purchase and Sale Agreement. DCAMM may, but shall not be required to, agree with the Seller on a higher or lower price than the one the Seller originally agreed upon. DCAMM may, but will have no obligation to, divulge the appraised value of the property to the Seller prior to purchasing the property.
4. The Seller shall deliver good, clear, record marketable title at the closing, free of encumbrances and restrictions except provisions of existing building and zoning laws; any liens for municipal betterments assessed after the date of the Purchase and Sale Agreement; existing restrictions, covenants, rights and easements, including without limitation utility easements, restrictions, and other matters of record as of the date of the execution of the Purchase and Sale Agreement, the Seller agreeing not to suffer or to create any new restrictions, covenants, rights or easements after such date.
5. Property taxes shall be pro-rated at closing and the Commonwealth shall assume and agree to pay, to the extent the Commonwealth is liable to pay same, the local property taxes assessed to the property for the pro-rata portion of the tax year occurring after the sale of the property. Property taxes for the portion of the tax year occurring before the sale of the property shall be the responsibility of the Seller.
6. The Seller shall be required to execute such other forms as DCAMM shall require to comply with state laws.

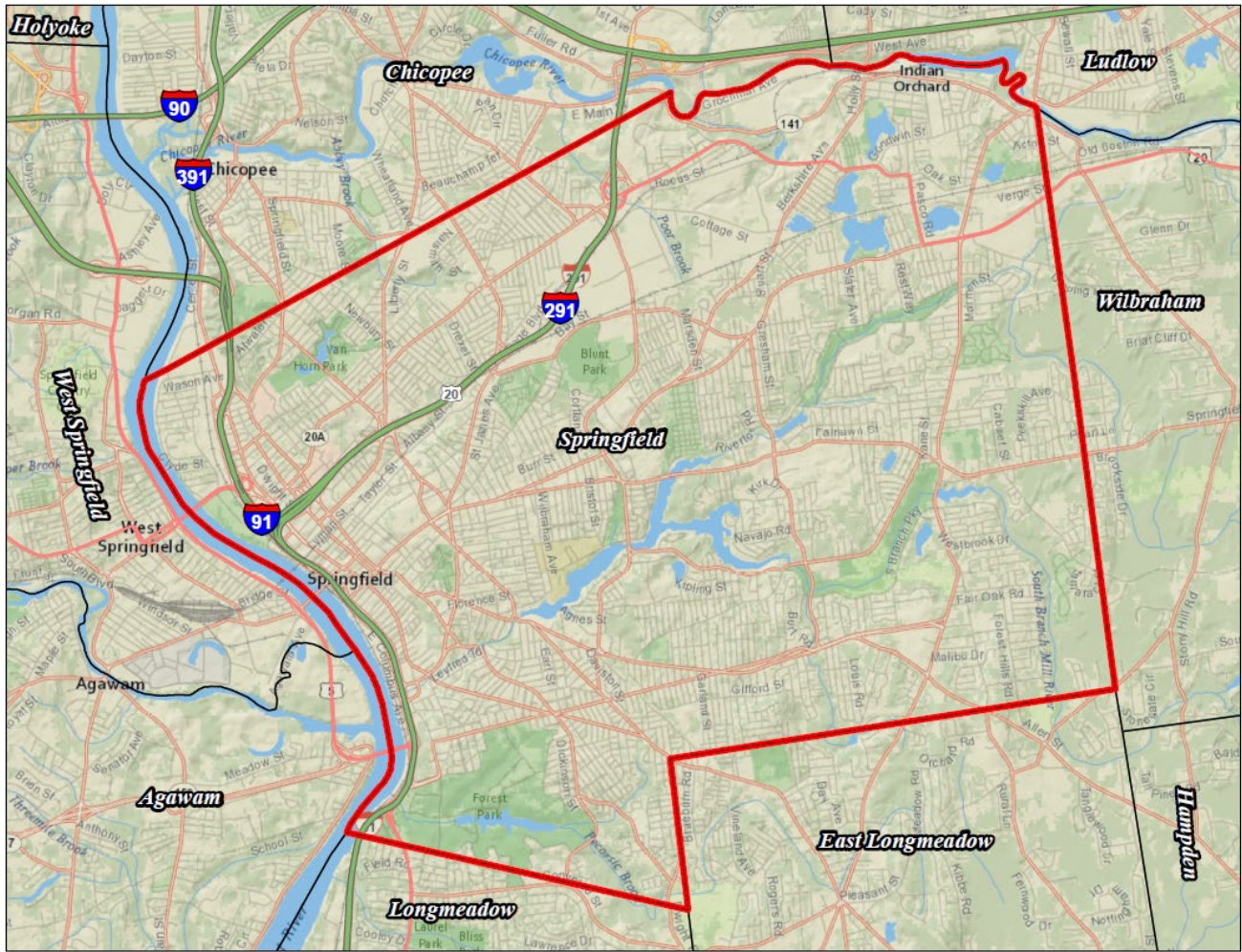
## **XI. General Provisions**

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- A. Time is of the essence with respect to the Submission Deadline and all other dates, times, and other deadlines set forth in this RFP.
- B. DCAMM will not consider any Proposal which is comprised in whole or in part, through ownership or control of individuals or entities which have directly or indirectly had any involvement in the subject of the RFP (involvement means, without limitation, involvement relating to legal, planning, environmental, appraisals, or other consulting services).
- C. DCAMM makes no representations or warranties whatsoever, as to the accuracy and/or completeness of any of the information contained in, or provided as part of, this RFP, including, without limitation, information in the RFP, in appendices, exhibits, attachments, technical information, and/or supplements, in hard copy, facsimile, electronic or on line, or available upon request or from other sources. The information is provided for convenience only, and cannot be relied upon, without outside, independent investigation and verification by the Proponent. This information is subject to differing interpretation, analysis, and conclusions and to errors, omissions, and changes in costs, conditions, economics, engineering, laws, rules, and regulations that may occur on or after the date the information was created or assembled.
- D. DCAMM reserves the right in its sole discretion, to reject any Proposal not submitted in conformance with the requirements of the RFP and any amendments hereto; to reject any and all Proposals, for any reason whatsoever; and/or to waive, or to decline to waive, irregularities in any Proposal if and when DCAMM determines that it is in the Commonwealth's interest to do so.
- E. DCAMM reserves the right in its sole discretion, to amend, suspend, or withdraw this RFP by posting notice on DCAMM's website at any time for any reason whatsoever; to discontinue its selection process; to solicit other Proposals; to issue a new RFP or conduct any authorized alternative procurement method for any reason whatsoever at any time. DCAMM makes no guarantee that any agreement will result from this RFP.

- F. DCAMM reserves the right, in its sole discretion to seek best and final offers; to seek additional information or clarification of a Proposal from Proponents at any time; and to negotiate simultaneously with more than one Proponent and to cease negotiation for any reason whatsoever at any time. The negotiation period and final form of agreement shall be determined by DCAMM in its sole discretion.
- G. All Proposals and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10, and Chapter 4, Section 7, paragraph 26. Any statements reserving any confidentiality or privacy rights in submitted Proposals or otherwise inconsistent with these statutes are void and shall be disregarded.
- H. If there is a conflict between the terms of this RFP (including addenda) and the General Provisions contained in this RFP, the terms of these General Provisions shall control. If there is a conflict between this RFP and any interpretation, clarification, or other response given to prospective or actual Proponents, the terms of this RFP (as modified by written addenda, if any, issued in accordance with this RFP that state they are intended to replace or supersede any portion of this RFP) shall control.
- I. The Proponent agrees that all expenses related to the preparation of its Proposal, including any costs related to any brokerage or third-party representation engaged by the Proponent, are at the Proponent's sole expense. The Proponent has read, understands, and agrees to comply with the terms and conditions set forth in the RFP.

APPENDIX A  
TARGET AREA



The RFP seeks parcels within the City of Springfield (indicated here with a red outline) for the new Springfield Justice Center



**APPENDIX B**

**PROPOSAL COVER SHEET**

The undersigned proposes to convey the following property in Springfield, MA to the Commonwealth of Massachusetts for use by the Massachusetts Trial Court:

**Property Ownership and Proponent Information**

\_\_\_\_\_ (Owner Name)  
\_\_\_\_\_ (Street Address)  
\_\_\_\_\_ (City, State and Zip Code)  
\_\_\_\_\_ (Owner Email Address)  
\_\_\_\_\_ (Proponent Name)  
\_\_\_\_\_ (Proponent Street Address)  
\_\_\_\_\_ (Proponent City, State Zip Code)  
\_\_\_\_\_ (Proponent Email Address)

If Proponent is not the owner, describe the relationship between the owner and Proponent:

\_\_\_\_\_ Owner’s Authorized agent/representative  
\_\_\_\_\_ Party with binding option to acquire property (e.g., Purchase and Sale Agreement, Option to Purchase)  
\_\_\_\_\_ Other – describe \_\_\_\_\_

**Property Information**

\_\_\_\_\_ One parcel  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (tax assessor’s parcel no.)  
\_\_\_\_\_ (Parcel Size)

\_\_\_\_ Multiple contiguous parcels

\_\_\_\_\_ (Address)

\_\_\_\_\_ (tax assessor's parcel no.)

\_\_\_\_\_ (Parcel Size)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (tax assessor's parcel no.)

\_\_\_\_\_ (Parcel Size)

The property is improved with \_\_\_\_\_.

The proposed sale price is \$ \_\_\_\_\_.

Does the undersigned intend to make a gift to Commonwealth of Massachusetts in connection with the conveyance? If not, write "No," otherwise explain the intended gift: \_\_\_\_\_

Are there occupants in the property? \_\_\_\_ Yes \_\_\_\_ No

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

PRINT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY/TOWN \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

All Proposals must be received by DCAMM electronically or in its Boston Office no later than 2:00PM on January 31, 2024.

Please attach to this Proposal cover sheet the materials listed in Section IV of the RFP.

**APPENDIX C**

**DISCLOSURE STATEMENT  
DCAMM ON BEHALF OF THE MASSACHUSETTS TRIAL COURT  
ACQUISITION OF REAL PROPERTY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) REAL PROPERTY:

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

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

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

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

\_\_\_\_ Lessor/Landlord    \_\_\_\_ Lessee/Tenant

\_\_\_\_ Seller/Grantor    \_\_\_\_ Buyer/Grantee

\_\_\_\_ Other (Please describe): \_\_\_\_\_

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

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 (Check "NONE" if NONE):

NONE

NAME:

POSITION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER