

# INVITATION TO BID

AUGUST 11, 2017



## Sale of Six Jamaica Plain Parcels

Boston, Massachusetts

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Massachusetts Department of Transportation  
by and through  
Massachusetts Realty Group

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## I. INTRODUCTION

The Massachusetts Department of Transportation (“MassDOT”) Office of Real Estate and Asset Development is seeking proposals for the sale of various parcels of land located in Jamaica Plain, Boston, Massachusetts (collectively, the “Properties”). The Properties are located in proximity to the MBTA Orange Line corridor in Jamaica Plain and were acquired by MassDOT for the Southwest Corridor Project. The Properties are shown on the illustration below.



*(Note: The property labelled “Community Garden” on the illustration above (8 Oakdale Street) is not included in this offering. This parcel will continue to be owned by MassDOT and used as a community garden.)*

MassDOT is seeking to sell each bid package of the Properties to one or more highest responsible bidders (each, the “Selected Bidder”) on an “as is,” “where is” and “with all defects” basis as of the closing of each sale (each, a “Closing”). Bidders may bid on one or more of the bid packages.

Bids are due at the offices of Massachusetts Realty Group (“MRG”) by **10:30 A.M., local time, on Wednesday, October 18, 2017**, 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 for one or more bidders, to select one or more highest responsible

bidders, to reject any or all bids, to amend this Invitation to Bid (“ITB”) in any way, to solicit best and final offers, or to discontinue the ITB selection process altogether.

A copy of the ITB may be obtained from the MRG website at [www.massdotrealty.com](http://www.massdotrealty.com), or in writing by mailing a request to:

**Massachusetts Realty Group  
Attn: Jamaica Plain Parcels  
20 Park Plaza, Suite 1120  
Boston, Massachusetts 02216**

Should MassDOT amend or change any information in this ITB, the information will be distributed to registered bidders in the form of an addendum published on the MRG website. In order to register, bidders must obtain their bid forms either from the MRG website ([www.massdotrealty.com](http://www.massdotrealty.com)) or directly from MRG in writing.

**Transaction Overview and Schedule:**

<b>Transaction Type:</b>	<b>Sale</b>
<b>Properties:</b>	<b>Six parcels of land located in Jamaica Plain, Boston, Massachusetts.</b>
<b>Minimum Bid Amount:</b>	<b>See Section II for minimum bid amounts.</b>
<b>On-Site Pre-Bid Meeting:</b>	<b>12:00 p.m. Wednesday, September 13, 2017</b>
<b>Written Questions Due Date:</b>	<b>5:00 p.m. Wednesday, September 20, 2017</b>
<b>Bid Due Date:</b>	<b>10:30 a.m. Wednesday, October 18, 2017</b>

MassDOT will designate the highest responsive and eligible bidder for each bid package as “Selected Bidder” after completion of due diligence of all the bids and bidders, subject to MassDOT’s right to reject all bids.

**MassDOT makes no representation or warranty as to the accuracy, completeness, currency and/or correctness of any of the information contained in or furnished pursuant to this ITB. All interested parties should carefully review this ITB particularly the Reservations and Conditions set forth in Section VIII below.**

## II. BID SUBMISSION REQUIREMENTS

### **Bid Package Overviews and Minimum Bids**

Each bid package offered for disposition will be bid on individually and awarded to the highest responsive bidder. Potential bidders may bid on more than one package but their bids will be compared to the other bids on each individual package and not be valued as a combined bid.

#### ***Bid Package 1: 81-85 Call Street, 71-77 Call Street and Parcel B101-5 (Located on Everett Street)***

**Minimum Bid:** \$985,000

**Size:** Approximately 34,593 Square Feet in aggregate

- 81-85 Call Street: Approximately 8,367 Square Feet
- 71-77 Call Street: Approximately 4,123 Square Feet
- Parcel B101-5 (Located on Everett Street): Approximately 22,103 Square Feet

**Zoning:** Three Family – 5,000 Square Feet

**Highest and Best Use:** Four (4) three-unit buildings and one (1) single-family building

**Requirements:** MassDOT will be requiring that at least six (6) units built on these Properties be affordable at 80% of the Area Median Income (AMI).

#### ***Bid Package 2: Parcel B108-5 (Located on Call Street)***

**Minimum Bid:** \$55,000

**Size:** Approximately 3,432 Square Feet

**Zoning:** Three Family – 5,000 Square Feet

**Highest and Best Use:** Single-Family Residential Building

**Requirements:** During MassDOT's due diligence, it was determined that this parcel may not have the legal street frontage required for a buildable lot. It will be the Selected Bidder's duty to obtain any necessary street frontage for the Selected Bidder's proposed use. If the Selected Bidder obtains the necessary frontage to make Parcel B108-5 a buildable lot, the Selected Bidder must pay to MassDOT the difference between the Selected Bidder's financial bid amount and the appraised value of a buildable Parcel B108-5. This requirement will be incorporated into the purchase and sale agreement and the deed for Parcel B108-5.

***Bid Package 3: 105-111 Call Street***

**Minimum Bid:** \$165,000

**Size:** Approximately 8,443 Square Feet

**Zoning:** Three Family – 5,000 Square Feet

**Highest and Best Use:** Three-Unit Building

**Requirements:** None

***Bid Package 4: Parcel B114-1 (Located on Spalding Street)***

**Minimum Bid:** \$10,000

**Size:** 7,662 Square Feet

**Zoning:** Recreational Open Space

**Highest and Best Use:** Open Space

**Requirements:** This parcel is currently zoned Recreational Open Space and cannot be built on as-of-right. MassDOT will place a deed restriction on this parcel that will limit its use to open space or affordable housing.

Further information about applicable zoning requirements can be found at:

[https://www.municode.com/library/ma/boston/codes/redevelopment\\_authority](https://www.municode.com/library/ma/boston/codes/redevelopment_authority)

## **Bid Submission Format and Procedures**

Please describe your project plan, and plan of finance as detailed in the following forms:

- Cover letter by an officer authorized to submit a bid
- Form A: Bid Proposal Requirements and Organization
- Form B: Bid Offer
- Form C: Clerk's Certificate
- Form D: Additional Certification
- Form E: FHWA, MEPA, Boston Zoning Agreement
- Form F; Bank/Financial References
- Form G: Chapter 7C, Section 38 Disclosure Statement

All completed bid form packages shall be submitted to the following address:

Massachusetts Realty Group  
Attention: Jamaica Plain Parcels  
20 Park Plaza, Suite 1120  
Boston, MA 02116

Bids must be submitted on the bid forms provided in this ITB and contain no alterations, additional terms or conditions.

Any bid submitted that substantially alters any material terms herein so as not to be in conformance with the provisions contained herein will be deemed unresponsive.

## **Bid Submission Documents Information & Index**

All bids must be submitted in the following manner:

In a sealed envelope each bidder should include:

- Three (3) copies of all required bid forms
- Three (3) copies of their financial information: (Three (3) years of certified financial statements and any commitment letters that demonstrate sufficient liquid assets and financial capacity to adequately support your bid offer and your development plan/proposed use. These documents should be stamped confidential)
- A bank, cashier's or certified check payable to the "Massachusetts Department of Transportation" in the amount of Ten Thousand Dollars (\$10,000.00)
- One (1) digital copy of all deliverables (CD-ROM or flash drive)

Sealed envelopes must also show the date, name address and telephone number of the company/person(s) submitting the bid.

**MassDOT reserves the right to request additional information of any or all bidders in writing and to use that information in evaluating the bids.**

### **III. BACKGROUND, PROPERTIES DESCRIPTION, ZONING and PLANNING**

#### **Neighborhood Characteristics**

The Properties are located in Jamaica Plain, one of the most popular and expanding neighborhoods within the City of Boston. The Properties are located in proximity to the Stony Brook and Green Street MBTA Orange Line Stations, which offer service to Northeastern University, Massachusetts Avenue, the Back Bay and Downtown Crossing. Along with its convenient location to Downtown Boston, Jamaica Plain has numerous attractions to offer. The neighborhood offers unparalleled outdoors spaces such as Jamaica Pond, the Forest Hills Cemetery and the Arnold Arboretum. Jamaica Plain's bar and restaurant scene is diverse and includes highly acclaimed restaurants such as Tres Gatos, Ten Tables, JP Seafood Café, and Turtle Swamp Brewing.

Jamaica Plain's housing market has continued to rise since the Great Recession. The average listing price for homes in JP is \$573,100, which is a 13.1% increase from last year. It is predicted that housing prices will continue to rise up to 4.2% in the coming year. The median listing price per square foot of homes in JP is \$463 and the median rent price is \$2,700.

The housing market in Jamaica Plain is indicative of how strong the Boston housing market is as a whole. The City is expected to add over 90,000 new residents by the year 2030 and the huge demand for additional housing needs to be met. The competitive housing market has pushed the average list price per square foot in Boston to \$645 and the median listing price to \$698,000.

Jamaica Plain has historically been an economically diverse community, and as such, MassDOT has worked with the community and the City to preserve the diversity of housing units. There is a genuine need at this time for housing affordable to those at lower income levels. MassDOT encourages successful bidders to work with the City and Commonwealth to increase the affordable housing stock

#### **MassDOT**

By operation of legislation, MassDOT is the current fee owner of the Properties. MassDOT was created in 2009 with the merger of several separate state transportation departments and authorities, including the Massachusetts Turnpike Authority ("MassPike") and the Massachusetts Highway Department ("MassHighway"). M.G.L. chapter 6C (the "Enabling Act") provides that all assets, contracts, and responsibilities of each of the constituent transportation agencies were assumed by MassDOT.

**Zoning and Permitting:** Bidders are responsible for verification and identification of all applicable federal, state and local zoning and other city regulations and plans that may apply to the Properties.



**Available Utilities, Environmental and Subsurface Conditions:** Prospective bidders are responsible for determining the adequacy and availability of utilities which exist within or serve the Properties, subsurface conditions that exist on the Properties (including active and inactive utilities whether documented or not), and environmental conditions or hazardous materials. MassDOT will provide the Selected Bidder with copies of any reports respecting the Properties in its possession for review during the Due Diligence Period (as hereinafter defined).

**Title Information, Easements, Encumbrances, and Restrictions:** All title documents currently in MassDOT's possession are included in this ITB as Appendix B; however, prospective bidders are responsible for examining the title to the Properties themselves. Prospective bidders are responsible for determining the existence of any encumbrances affecting the Properties. The Properties is subject to all restrictions, existing utilities of record or not, easements and encumbrances of record.

**Condition of the Properties:**

The Properties is being sold in an "as is" condition.

MassDOT hereby expressly disclaims any warranties of any nature, express or implied or otherwise, except as expressly set forth herein, including without limitation, anything related to the presence of "oil", "hazardous materials" or "hazardous wastes" as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E"), as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP") (collectively, "Hazardous Materials"), and as further defined in all other applicable state and Federal laws regarding Hazardous Materials on, in, at, over, under, from, through or associated with the Properties. The Selected Bidder acknowledges that MassDOT is selling and the Selected Bidder shall accept the Properties in an "as is" condition and with "all faults" as of the Closing, without any warranty or representation by MassDOT, its agents or representatives whatsoever relating to the Properties. The Selected Bidder further acknowledges and confirms that Selected Bidder is not relying on any representation or inducement which was or may have been made or implied by MassDOT or any other party acting on behalf of MassDOT with respect to the Properties, including, without limitation, the fitness of the Properties for any proposed use, the suitability of the Properties for any particular purpose, or the ability of the Selected Bidder to obtain any necessary permits or approvals.

MassDOT makes no representation as to the fitness of the Properties for any proposed use, the suitability of the Properties for any particular purpose, or as to the ability of the bidder to obtain any necessary permits or approvals relating to the Properties.

**Investigation of the Properties:**

The Selected Bidder, at the Selected Bidder's expense, may complete an investigation of the Properties, including environmental investigation. Any site investigation, including without limitation, environmental investigation, if conducted, must be completed within the Due Diligence Period.

Bidders shall waive their rights to conduct or complete such investigation if it is not completed within said time period. If requested to do so in writing, bidders shall submit all investigatory test results and reports obtained by the bidders to MassDOT and/or its consultants.

The Selected Bidder will indemnify MassDOT and agree 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 Properties as a result of the Selected Bidder, its employees, contractors or consultants being on the Properties to conduct any investigation, but expressly excluding loss, cost or damage arising merely out of discovery of pre-existing conditions.

Prior to entry on the Properties, the Selected Bidder (or its consultant) shall apply for and execute an access permit in the form customarily required by MassDOT (a "MassDOT Non-Vehicular Access Permit") and provide MassDOT with a certificate or certificates of insurance covering all days that Selected Bidder and Selected Bidder's consultants and contractors will be on the Properties before Closing, evidencing the insurance of the activities permitted under the MassDOT Non-Vehicular Access Permit, with companies that are reasonably acceptable to MassDOT, in which Selected Bidder, MassDOT and others specified in the permit are additional insureds as their interests may appear and which provides coverage required under the MassDOT Non-Vehicular Access Permit. To obtain the MassDOT Non-Vehicular Access Permit, the Selected Bidder must follow the application instructions attached as Appendix C.

**Easements:**

It is the responsibility of bidders to identify and understand all easements affecting the Properties during their Due Diligence Period.

**Representations:** MassDOT makes all of the above information available to prospective purchasers solely to facilitate interested respondents' independent investigations, examinations, due diligence reviews and analyses of the Properties. MassDOT makes no representation or warranty as to the accuracy, completeness, currency, and/or correctness of any of the information contained in or furnished pursuant to this ITB.

**Planning Process:**

1. **Diligence:** Selected Bidder is responsible for compliance with any federal, state, and local requirements.
2. **Municipality.** The Properties are subject to all City of Boston zoning and building regulations and real estate taxation.
3. **MassDOT Review:** As a condition of accepting the deed, the Selected Bidder will covenant to obtain MassDOT approval of any plans for development.

**ALL INFORMATION CONTAINED IN THIS ITB WITH RESPECT TO THE PROPERTIES IS PRESENTED AND DEPICTED TO THE BEST OF MASSDOT'S KNOWLEDGE. THE PROPERTIES ARE SUBJECT TO PHYSICAL INSPECTION AND INDEPENDENT VERIFICATION OF ALL INFORMATION BY THE SELECTED BIDDER. THE SELECTED BIDDER 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 PROPERTIES.**

#### **IV. SALE TERMS**

##### **Purchase and Sale Agreement and Deed Terms**

MassDOT will enter into a Purchase and Sale Agreement ("P&S") with the Selected Bidder(s) for each individual bid package. The P&S will further evidence the sale terms and list the documents to be executed and delivered by MassDOT and the Selected Bidder at Closing in connection with the delivery of the deed(s) for said Properties. The Selected Bidder will have sixty (60) days from receiving notification of its selection within which to execute the P&S. To the extent required by statute and policy, approval of the P&S may be subject to approval of the MassDOT Board, and the Secretary of Transportation or her delegates.

The P&S and the deed(s) 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 Properties (each, a "Bid").

The P&S and the 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 Properties (each, a "Bid").

- 1. Purchase Price.** The purchase price shall be a single-dollar amount to be paid to MassDOT, in cash, at the Closing, without contingencies or conditions except the delivery by MassDOT of the deed from MassDOT and any authority documents customarily provided by MassDOT in a land transfer. As indicated below, the Submission Deposit and the Selection Deposit will be applied (without interest) towards the purchase price due at Closing.
- 2. Submission Deposit.** MassDOT will require each Bidder to provide a submission deposit (the "Submission Deposit"). The Submission Deposit shall be in the amount of \$10,000.00 per bid package. The Submission Deposit shall be in the form of a bank, cashier's, or certified check without intervening endorsement which must be drawn on a Massachusetts bank and made payable to the "Massachusetts Department of Transportation." The Submission Deposit is due at the time that each Bidder submits its Bid. MassDOT shall hold the Submission Deposits in a segregated account and such deposits will be refunded (without interest) to all Bidders who are not selected as the Selected Bidder. Upon selection, the Submission Deposit submitted by the Selected Bidder will be deemed fully earned and non-refundable by MassDOT, except as

otherwise expressly provided herein. The Submission Deposit will be applied (without interest) to the purchase price due at Closing. If the Selected Bidder fails to render payment in full of the purchase price amount set forth in the P&S at the time of Closing, such event will constitute a default and the Submission Deposit (together with the Selection Deposit as defined below) will be deemed forfeited by such Bidder. The Submission Deposit will be returned (without interest) to the Selected Bidder in the event that (i) MassDOT discontinues its selection of the Selected Bidder prior to the execution of the P&S and/or (ii) the P&S is terminated through no fault of the Selected Bidder.

- 3. Selection Deposit.** MassDOT will require the Selected Bidder to provide a deposit of Ten Thousand Dollars (\$10,000.00) per bid package at the execution of the Purchase and Sale Agreement (the “Selection Deposit”). **The Selection Deposit will not apply for Parcel B114-1.** The Selection Deposit shall be in the form of a bank, cashier’s, or certified check drawn on a Massachusetts bank without intervening endorsement made payable to the “Massachusetts Department of Transportation.” Upon receipt by MassDOT, the Selection Deposit will be deemed fully earned and non-refundable by MassDOT, except as otherwise expressly provided herein. The Selection Deposit will be applied (without interest) to the purchase price due at Closing. If the Selected Bidder fails to render payment in full of the purchase price amount set forth in the P&S at the time of Closing, such event will constitute a default and the Selection Deposit (together with the Submission Deposit and the Third Party Costs Payment, as defined below) will be deemed forfeited by such Bidder. The Selection Deposit will be returned (without interest) to the Selected Bidder in the event that (i) MassDOT discontinues its selection of the Selected Bidder prior to the execution of the P&S and/or (ii) the P&S is terminated through no fault of the Selected Bidder.
- 4. Environmental and Other Due Diligence.** The Selected Bidder will have sixty (60) days from the date of execution of the P&S within which to conduct its own environmental and other due diligence (the “Due Diligence Period”). MassDOT will provide any available environmental reports in its possession relating to the Properties.
- 5. 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 Properties. In addition, MassDOT will not be liable for any costs or damages in the event that MassDOT is unable to deliver the Deed or the delivery of the Deed is delayed because any required approvals do not occur or are limited or restricted in any way.
- 6. Documentary Taxes; Recording Fees.** All costs and liabilities associated with the payment of any and all required transfer and documentary taxes arising out of the sale of the Properties shall be the sole responsibility of the Selected Bidder. The Selected Bidder shall

be responsible for recording the deed and any other required documents at the Suffolk County Registry of Deeds, at the Selected Bidder's sole cost and expense.

## **7. Survey and Plans.**

- a. ALTA Survey: The Selected Bidder may elect to have the Properties and easement areas surveyed and to prepare one or more survey plans, prepared in accordance with the standards for an American Land Title Association / American Congress on Surveying & Mapping (ALTA/ACSM) Land Title Survey and/or MassDOT's layout and survey specifications, at the Selected Bidder's expense. The ALTA/ACSM survey should be completed during the Due Diligence Period and locate all easements and underground utilities (both public and private) including drainage, which may lie within the affected area.
- b. ANR Plan: Unless the Properties is shown as a separate legal lot on a plan already recorded with the Suffolk County Registry of Deeds, the Selected Bidder shall, at its expense prior to the Closing Date, prepare a plan in recordable form showing the Properties as a separate legal lot and shall obtain all necessary governmental approvals so as to constitute the Properties as a separate legal lot or as a parcel to be combined with the Selected Bidder's abutting land. The Selected Bidder shall submit such lot plan to MassDOT for review and approval prior to obtaining any necessary governmental approvals.
- c. Alteration Plan: If and to the extent that the existing state highway location line in the vicinity of the Properties must be altered to permit the conveyance of said Properties by MassDOT, the Selected Bidder will be required to prepare, at its expense prior to the Closing Date, all plans and legal descriptions required to effect such an alteration, which plans and legal descriptions shall be prepared to MassDOT Highway Division specifications and shall be subject to review and approval by MassDOT's Highway Division Survey and Layouts section.

**9. Mechanics of Closing.** Subject to any conditions established in this ITB or the P&S, including, without limitation, the receipt of any necessary FHWA, or other approvals, the Closing for each of the Properties will occur not later than June 30, 2018, as that may be extended in MassDOT's sole discretion. At the option of MassDOT and the Selected Bidder, such Closing may occur on any mutually convenient date on or before June 30, 2018. At such Closing, the balance of the purchase price shall be paid to MassDOT in their approved format, and the Deed and other documents contemplated by the P&S shall be executed and delivered by MassDOT and the Selected Bidder.

**10. Closing Date; Extensions.** The Closing Date will be no later than June 30, 2018, unless extended at the sole discretion of MassDOT for one or more Properties. If the Closing Date is extended upon the request of the Selected Bidder, then MassDOT may require the Selected Bidder to pay an extension deposit of up to \$10,000.00 (the "Extension Deposit"). Upon receipt by MassDOT, such Extension Deposit will be deemed fully earned and non-refundable by MassDOT, except if the P&S is terminated through no fault of the Selected



Bidder. The Extension Deposit will be applied (without interest) to the purchase price due at Closing.

11. **As Is.** Upon execution and delivery of the deeds, the Properties and any appurtenant rights or easements as are acceptable to MassDOT shall be delivered to the Selected Bidder on an “as is”, “where is” and “with all defects” basis, subject to all liens, encumbrances, restrictions, and all other acts, matters or occurrences as of the Closing, without representation, warranty, condition or covenant, express, implied or statutory, 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 such Properties 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 Properties with federal, state or local requirements with respect to hazardous materials affecting or pertaining to the Properties, all of which are hereby expressly disclaimed. These provisions shall survive the Closing and the execution and delivery of the Deed.
12. **Reservation.** MassDOT reserves the right to negotiate any and all aspects of the Bid, including but not limited to the terms of the P&S and Deed, after MassDOT has selected the highest responsible bidder. **However, MassDOT cannot reduce the bid price.**
13. **Selected Bidder Pre-closing Expenses.** Any and all expenses incurred by the Selected Bidder prior to Closing will be the responsibility of the Selected Bidder and entirely at its (their) own risk.
14. **Title and Survey.** It is the Selected Bidder’s responsibility to determine and verify all title and survey information pertaining to the Properties. The Selected Bidder shall review title and survey to the Properties at its sole cost by the date that is seven (7) business days prior to the expiration of the Due Diligence Period. A copy of said title report and survey shall immediately be given to MassDOT along with a cover letter listing all specific title and survey problems and referencing the specific recorded documents as applicable. Any and all title defects not specifically listed as problematic in the cover letter to said title and survey report shall be deemed waived. If the title search and survey are not completed and delivered to MassDOT within this time, all title and survey defects shall be deemed waived. MassDOT shall have five (5) business days following receipt of the Selected Bidder’s cover letter, title report and survey to indicate in writing whether or not MassDOT elects to cure any of the title or survey defects prior to Closing. Failure of MassDOT to respond to the Selected Bidder’s objections within five (5) business days shall be deemed an election by MassDOT not to cure such objection(s).

MassDOT will deliver the Properties free from all encumbrances, except:

- (a) Provisions of existing building and local zoning laws;
- (b) Such taxes for the current tax year as are not due and payable, and any liens for municipal betterments assessed after the date of this ITB;

- (c) Easements, restrictions, reservations, and eminent domain takings by third parties of record;
- (d) Pre-existing utility-related installations (whether recorded or not);
- (e) Any encroachments, parties-in-possession, leases, licenses and occupancies that can be seen by inspecting the Properties, or are shown on any of the plans of the Properties included with this ITB.
- (f) Any other easement, license, restriction or encroachment, unless such easement, license, restriction or encroachment makes it impossible to use the Properties for all of the uses permitted as of right pursuant to the City of Boston zoning code;
- (g) 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 Properties prior to the commencement of construction; and
- (h) All title defects waived by the Selected Bidder.

The Properties is being sold subject to all encumbrances and encroachments and without any encroachments having necessarily been cured, and the Selected Bidder may resolve any and all remaining encroachments to its satisfaction after the Closing at Selected Bidder’s sole expense and there shall be no further obligations by MassDOT to cure any encroachments.

**15. Non-Discrimination and Affirmative Action.** MassDOT’s policy is to further the goals of Executive Order 526. The Selected Bidder(s) will be required to comply with MassDOT’s Non-Discrimination and Affirmative Action Requirements.

**V. BID AND CLOSING SCHEDULE**

The following schedule is intended as a guide and is subject to change at MassDOT’s discretion.

Event	Description	Date
Pre-Bid Conference	A pre-bid conference will be held at the Properties.	12:00 p.m. Wednesday, September 13, 2017
Deadline for Written Questions	Potential Bidders are to submit, in writing, all questions and requests for clarifications or changes. Questions should be addressed to the email box of <a href="mailto:Procurement@massdotrealty.com">Procurement@massdotrealty.com</a> . Questions must be in Microsoft word format and must reference “Jamaica Plain Parcels”. Potential bidders are reminded that only formal written responses to questions, provided in an	5 p.m. Wednesday, September 20, 2017

	addendum, should be considered definitive. Verbal responses, including those at the pre-bid conference should not be regarded as official or definitive.	
Bid Due Date and Time	Completed bid submissions must be submitted to Massachusetts Realty Group as described in Section II.	10:30 a.m. Wednesday, October 18, 2017
Execution and Delivery of Purchase and Sale Agreement and Non-Vehicle Access Permit by Selected Bidder	The Selected Bidder must deliver a Purchase and Sale Agreement and Non-Vehicle Access Permit executed by Selected Bidder to MassDOT within <u>60 days</u> of notification of selection.	No later than Monday, December 18, 2017
Selected Bidder Due Diligence (title, survey and site investigation)	The Selected Bidder shall be responsible for conducting its own due diligence at its sole expense.  <ul style="list-style-type: none"> <li>- Title: 60 days from execution of Purchase and Sale Agreement by Selected Bidder.</li> <li>- Survey and Site Investigation: Within 60 days of MassDOT approval of the Non-Vehicle Access Permit.</li> </ul>	No Later than Friday, February 23, 2018
Closing Date	The Closing shall occur no later than June 30, 2018.	No later than June 30, 2018
Closing Extensions	MassDOT may grant extensions of Closing at its sole discretion. If such an extension is granted, the Selected Bidder shall be required to make an additional payment for each extension. MassDOT may increase, reduce or cancel this obligation at their sole discretion.	TBD, if necessary

## VI. DEPOSIT SCHEDULE

The Selected Bidder is required to make payments according to the schedule as outlined below and in accordance with the following schedule:

Milestone	Description	Amount	Date
Submission Deposit	To be paid to MassDOT upon submission of bid.	\$10,000.00	October 18, 2017
Selection Deposit	To be paid to MassDOT at execution of the Purchase and Sale Agreement.  <b>*This does not apply for Parcel B114-1</b>	\$10,000.00	Upon execution of the P&S
Document Review Fees	Fees to cover the cost of any and all document review required for MassDOT approval of improvements/operations on the Properties that may impact the safety, efficiency or convenience of MassDOT infrastructure/operations.	TBD; Funds to be deposited in the Third Party Costs Account	At time of designation as the Selected Bidder.

**THESE AND OTHER ESSENTIAL TERMS AND CONDITIONS OF THE BID ARE DESCRIBED IN THE DRAFT PURCHASE AND SALE AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN AS APPENDIX C. BIDDERS ARE STRONGLY ADVISED TO READ, UNDERSTAND AND SEEK CLARIFICATION OF ANY QUESTIONS CONCERNING THE PURCHASE AND SALE AGREEMENT PRIOR TO THE BID DUE DATE.**

## **VII. SELECTION CRITERIA**

### **Responsible Bidders**

For purposes of the potential sale of the Properties, MassDOT defines a “responsible bidder” as one that meets the selection criteria set forth below. All Bids deemed to be responsible will be evaluated according to the numerical dollar value of the Bid. MassDOT will select the highest responsible bidder for the Properties based upon the bid price, information contained in the Bids and MassDOT’s analysis of same.

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

In 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 (\$10,000.00). The Submission Deposit requirement does not apply to Parcel B114-1.
- b. Financial Capacity.** Each Bid must include information to demonstrate Bidder’s financial capacity to pay the proposed purchase price to MassDOT in connection with its Bid. Such evidence of financial capacity should include, without limitation, cash or other equities, all sources of financing, and any commitment letter(s).
- 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.

**Pursuant to the Enabling Act, MassDOT reserves the right to reject any or all bids. MassDOT further reserves the right to seek best and final offers.**



## 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 submission. No conditions, other than those specified in this ITB will be accepted and conditional bids may be disqualified except as specified in this ITB.
2. 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 Properties, now or in the future. The furnishing of information by MassDOT and MRG (comprised of Greystone & Co., Inc. and Jones Lang LaSalle Americas, Inc.) 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, MRG or any of their respective officers, agents, contractors, consultants, or any third party liable or responsible therefore 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 outside date for the execution of the deed or any other agreement contemplated under the ITB shall not fall on a "Business Day" (a "Business Day" being defined as any day other than a Saturday, Sunday, or day on which commercial banks in Boston, Massachusetts are authorized or required by law to remain closed or legal holiday recognized by MassDOT), then such date shall be extended to the next succeeding Business Day.
5. Awards shall be made in strict compliance with the Enabling Act and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation 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. Any notice or other communication by bidders in connection with this ITB shall be deemed given when received or when delivered by messenger or overnight mail or upon attempted delivery if delivery is not accepted. Such notices shall be in writing and shall be deemed to have been properly given when delivered by messenger or overnight mail addressed as

follows: If to the Selected Bidder at the address provided in the bid; if to MassDOT sent to the:

Office of Real Estate and Asset Development,  
Massachusetts Department of Transportation,  
Ten Park Plaza, Boston, Massachusetts 02116  
Attn: Mark Boyle

In addition, a duplicate notice from the Selected Bidder shall be sent in the same manner as the notice to MassDOT or to MassDOT's representative:

Massachusetts Realty Group,  
20 Park Plaza, Suite 1120,  
Boston, Massachusetts 02116  
Attn: Jamaica Plain Parcels

Notice of any addendum or other change to this ITB by MassDOT to registered bidders shall be sent electronically, and if a registered bidder cannot receive electronic mail, by regular U.S mail, postage pre-paid.

8. Bidders shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses. Bidders shall be solely responsible for verifying any and all physical or other site conditions of the Properties. Copies and summaries of physical or other site conditions of the subject Properties, if any, are included in this ITB only as a convenience. MassDOT, MRG 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.
9. Bidders shall be entirely responsible for any and all expenses incurred in preparing and/or submitting any bid(s) in response to this ITB, including any costs or expenses resulting from the issuance, extension, supplementation, withdrawal, or amendment of this ITB or the process initiated hereby.
10. Bidders must complete each and every bid form contained herein.
11. No broker commissions or fees whatsoever shall be due or payable by MassDOT, its contractors or their respective employees. Notwithstanding the foregoing, MassDOT shall be solely responsible for any commission due and owing to MRG.
12. 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. MassDOT shall not be liable to any actual Bidder, potential Bidder, or the Selected Bidders 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.

13. 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 which are not satisfactory to MassDOT, or to reject any or all Bids, in its sole discretion, for any reason or for no reason. MassDOT further reserves the right to waive or decline to waive irregularities 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.
14. MassDOT reserves the right to revise the terms of the deed with the Selected Bidder prior to entering into the deed. In the event that the Selected Bidder shall fail to execute the deed as so revised, then such Bidder shall be deemed in default under the ITB. 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.
15. MassDOT reserves the right to discontinue its selection of any Bidder prior to the execution of the deed. MassDOT shall not be liable to any such Bidder for costs or expenses incurred by it as a result of this discontinuance.
16. 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.

### **BEST AND FINAL OFFER**

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 restatement of the bid already received. Potential bidders should not assume that MassDOT will solicit a second round of bids.

The bidder who submits the highest BAFO bid will be deemed the Selected Bidder, subject to the MassDOT's right to reject all bids.

### **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.

### **CONFLICT OF INTEREST, COLLUSION**

1. By submitting a Bid under the ITB, a Respondent 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 respondent; any director, principal, officer, partner, owner of an equity interest in the respondent, employee, agent or representative of the respondent; or any partnership, corporation or other entity with which any of the foregoing is or has been affiliated.

## **CONFIDENTIALITY**

1. Bidders should assume that all material submitted in response to this ITB will be open to the public. To the extent allowed by Massachusetts public records laws, MassDOT will use commercially reasonable efforts not to disclose or make public any pages of a Bid on which the Bidder has stamped or imprinted “confidential.” Confidential data will be limited to confidential financial information concerning the Bidder’s organization. MassDOT and MRG assumes no liability for disclosure or use of any information or data.
2. All information submitted in response to this ITB becomes the sole property of MassDOT, with the exception of confidential financial information concerning the Bidder or its financial partners. No Bidder has proprietary rights to any ideas or materials submitted in its Bid.

## **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. Bidders shall be entirely responsible for reviewing and verifying all zoning and other regulatory requirements, title, environmental, engineering, and other information contained in or furnished pursuant to this ITB regarding the Properties. 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, 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 its respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.

## **IX. Bid Forms (Forms Begin on Next Page)**

- Form A: Bid Proposal Requirements and Organization
- Form B: Bid Form
- Form C: Clerk's Certificate
- Form D: Additional Certifications
- Form E: Bank/Financial References
- Form F: Chapter 7C, Section 38 Disclosure Statement



## Form A: Bid Proposal Requirements and Organization

A complete Bid package shall include the following sections:

Section	Description	Pages/Other
Section 1: Cover letter and Bid Officer and Owner information	<ol style="list-style-type: none"> <li>1. Cover letter introducing the project team and signed by a principal with full contact information (Name, address, phone, email, etc.).</li> <li>2. Federal Tax Identification Number.</li> <li>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 P&amp;S.</li> <li>4. Describe any proposed joint venture, partnership or other for this ITB.</li> <li>5. Bid Officers and Owners. The Bid must list the officers and others with an interest in the Bid:               <ol style="list-style-type: none"> <li>a. <b>For-Profit Corporation.</b> If the Bidder is a corporation, list all officers, directors, and owners of ten percent (10%) or more of the capital stock.</li> <li>b. <b>Non-Profit Corporation.</b> 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.</li> <li>c. <b>Non-corporation.</b> 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 development entity, including the title and percentage of the interest for each.</li> </ol> </li> </ol>	Up to 5 pages (Including forms and letters)
Section 2: Company Vendor Contacts	<ol style="list-style-type: none"> <li>1. Bank Information – Provide the name, address and contact person and telephone numbers at each Bidder’s primary bank;</li> <li>2. Insurance Information - Provide the name, address and contact person and telephone numbers at each Bidder’s insurance company;</li> </ol>	Up to 3 pages.
Section 3: Experience	<ol style="list-style-type: none"> <li>1) Company Description that should include the following:           <ol style="list-style-type: none"> <li>a. Has the entity ever faced any eviction challenges?</li> <li>b. Does the entity have any record of violations of City or State housing regulations?</li> <li>c. Has the entity ever received a citation from the City or State on other properties they own?</li> </ol> </li> <li>2) Describe the company, owners and employees prior contractual relationships with MassDOT or the Commonwealth.</li> </ol>	Up to 3 pages

Section 4: Financial Questions	<p><b>1.</b> 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.</p> <p><b>a. Bankruptcy.</b> In the past ten (10) years, has the Bidder filed for bankruptcy or been declared bankrupt?</p> <p><b>b. Foreclosure.</b> In the past ten (10) years, has the Bidder been the subject of a foreclosure proceeding?</p> <p><b>c. Loan default.</b> In the past ten (10) years, has the Bidder defaulted on a loan?</p> <p><b>d. Purchase and Sale, Lease or Real Estate Contract default.</b> 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?</p> <p><b>e. Prohibition.</b> Has the Bidder ever been prohibited from doing business with any government agency?</p> <p><b>f. Felony.</b> Has the Bidder ever been indicted for or convicted of a felony?</p> <p><b>g. Illegal purpose.</b> Has the Bidder ever been involved, affiliated, or in known contact with any entity intending to utilize the subject Properties for an illegal purpose or with any entity, individual, or member of any organized crime group or similar criminal enterprise?</p>	Up to 10 pages
Section 5: Use and development plan	Provide a development overview and plan that demonstrates a feasible project.	Up to 5 pages
Section 6: Forms	Forms A through G fully complete and executed.	All forms

**FORM B: Bid Form**

Reference is herein made to a certain Invitation to Bid, dated August 9, 2017 issued by the Massachusetts Department of Transportation, relating to the Jamaica Plain Parcels located in Boston, Massachusetts (together with all figures, appendices, forms, and addenda, the "ITB"). 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. A Bidder must submit a separate Bid Form for each Bid Package that they are submitting a bid on.
2. The minimum bids for the four Jamaica Plain Parcels, Boston, MA are listed below:

**Bid Package 1 – 105-111 Call Street: \$165,000**

**Bid Package 2 – Parcel B108-5 (Located on Call Street): \$55,000**

**Bid Package 3 – 81-85 Call Street, 71-77 Call Street and Parcel B101-5 (Located on Everett Street): \$985,000**

**Bid Package 4 – Parcel B114-1 (Located on Spalding Street): \$10,000**

3. The Bidder hereby irrevocably submits to MassDOT a Cash Bid for Bid Package \_\_\_\_\_, in Jamaica Plain, Boston, MA, in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), subject to the sale terms and conditions of the ITB.
4. The bidder herewith submits to MassDOT a Submission Deposit in the amount of Ten Thousand Dollars (\$10,000.00), to be held in accordance with the ITB.
5. The Bidder agrees that all of the Bidder's expenses related to the preparation of this Bid for Package \_\_\_\_\_, Jamaica Plain, Boston, MA an (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: Clerk's Certificate**

(Applicable to all Corporations)

I, \_\_\_\_\_, being the clerk of

\_\_\_\_\_, hereby certify that the Bid submitted herewith has been authorized by the board of directors of said corporation, and that the above signatures are those of duly authorized agents and/or officers of same.

Date: \_\_\_\_\_

\_\_\_\_\_

Clerk

**CORPORATE SEAL**

## **FORM D: Additional Certifications**

Reference is herein made to a certain Request for Proposal, dated August 9, 2017, issued by the Massachusetts Department of Transportation (“MassDOT”), relating to the Jamaica Plain Parcels, located in Boston, Massachusetts (together with all figures, appendices and forms, the “ITB”). Initial capitalized terms, unless otherwise defined herein, shall have the meanings assigned to such terms in the ITB.

### **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 LA, 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 work place, 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.

**Other Certifications**

The Bidder certifies under the pains and penalties of perjury that the Bidder has filed with the Secretary of State 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 \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_

City/Town \_\_\_\_\_ 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 Massachusetts Realty Group 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 real Properties detailed in this bid package.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
PRINTED NAME OF APPLICANT

\_\_\_\_\_  
TITLE OF APPLICANT

\_\_\_\_\_  
PRINT COMPANYNAME

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**FORM F: Chapter 7C, Section 38 Disclosure Statement**

**SALE OF REAL PROPERTIES**

For the purposes of disclosure pursuant to the Massachusetts General Laws, Chapter 7C, Section 38, the undersigned (the "Bidder") does hereby provide the following statement giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real Properties defined as the Jamaica Plain Parcels located in Boston, Massachusetts, in that certain Invitation to Bid, dated August 9, 2017 issued by the Massachusetts Department of Transportation. If there are no such persons, the Bidder has indicated this by inserting the word "NONE" in the space below.

Name

Address

_____	_____
_____	_____
_____	_____

*Note: If necessary, please attach additional names and addresses on a separate sheet of paper referencing this Statement.*

This Disclosure Statement is signed under the pains and penalties of perjury on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the duly authorized \_\_\_\_\_ of the Bidder:

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**X. Appendices**  
**Appendices begin on next page**

- Appendix A: List of Known Title Documents
- Appendix B: Form of Purchase and Sale Agreement
- Appendix C: Application for MassDOT Non-Vehicular Access Permit

## **Appendix A: List of Known Title Documents**

A list of known Title documents is not available at this time. It is the Selected Bidder's responsibility to determine and verify all title and survey information pertaining to the Properties.

## **Appendix B : Form of Purchase and Sale Agreement**

A Draft Form of Purchase and Sale Agreement will be released as an addendum to the Invitation to Bid prior to the Bid Due Date. This document can be obtained through [www.massdotrealty.com](http://www.massdotrealty.com) once posted.

**Appendix C: Application for MassDOT Non-Vehicular Access Permit**



# Application for Permit to Access State Highway

*This Access Permit Application, including the attached Access Permit Submittal Checklist, must be completed in full by the Applicant. Instructions for this page are located on page 2. Descriptions of the two types of access permits and related categories are located on page 6. MassDOT will make the final determination regarding Access Permit Application type and category.*

1. Town/City: \_\_\_\_\_
2. State Highway route number and/or name: \_\_\_\_\_
3. Locus/Property Address: \_\_\_\_\_
4. Description of property and/or facility for which access is sought (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

5. Description of work to be performed within State Highway Layout (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

Telecommunications (wireless or wireline) or Renewable Energy (Solar, Wind, etc) – Agreement Process and OREAD\* coordination required. (\*see pg 2 Instruction)

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>6. Dig Safe number: _____</li> <li>7. Applicant Information <sup>1</sup> (See footnote below.)<br/>Name _____<br/><br/>Mailing Address _____<br/><br/>Telephone _____<br/>Fax _____<br/>E-Mail _____<br/>Signature _____<br/>Print Name _____<br/>Date _____</li> </ol> | <ol style="list-style-type: none"> <li>8. Property Owner<br/>Name _____<br/><br/>Mailing address _____<br/><br/>Telephone _____<br/>Fax _____<br/>E-Mail _____<br/>Signature _____<br/>Print Name _____<br/>Date _____</li> </ol> |
|--|---|

*Return completed application, including Submittal Checklist, to the District Highway Director for your town/city. Refer to reverse side for appropriate address.*

**For office use only. Do not write below this line.**

- |  |  |
|--|--|
| 1. Application number: _____           |  |
| 2. Date received: _____                |  |
| 3. Fee amount (non-refundable): _____  | _____  |
| 4. Completeness Pre-Review date: _____ | _____  |
| 5. MEPA required (yes or no): _____    | _____  |
| ENF-EOEEA Cert. # _____                | _____  |
| EIR-EOEEA Cert. # _____                | _____  |
| Other-EOEEA Cert. # _____              | _____  |
|  | 14. Permit Recording date at Registry of Deeds _____ |

<sup>1</sup> If an agent is representing an Applicant, the application must include a notarized letter from the Applicant outlining the specified duties and responsibilities of the agent. Where work is proposed on a utility, the utility department must sign the application as the Applicant(s).

# Instructions for Completing Application for Permit to Access State Highway

## General Instructions

MassDOT's Highway Division is granted authority to issue State Highway Access Permits by M.G.L. Chapter 81, Sec. 21. MassDOT adopted 720 CMR 13.00 under the authority of M.G.L. c. 81, § 21 and M.G.L. c.85 §2. 720 CMR 13.00 supersedes the Standard Operating Procedures for Review of State Highway Access Permits dated November 30, 1971, and board vote of September 17, 1991.

*ACCESS is generally defined, but not limited to:*  
Any physical work performed within the State Highway Layout.

This Application governs issuance of the two types of access permit Applications, Non-Vehicular and Vehicular, which are issued under three categories:

- Category I        Minor Vehicle Access Permits
- Category II       Major Vehicular Access Permits
- Category III      Complex Vehicular Access Permits

Please refer to the MassDOT Highway Access Permit Submittal Checklist for details regarding permit types and submittals required.

**FEES:**

A Check payable to MassDOT for the appropriate permit application fee must accompany the permit application. Fees are non-refundable.

*Fee schedule for access and Utility Payments:*

<b>Residential Access Permits</b>	
5 Units or less .....	\$25.00
From 6 to 49 Units .....	\$100.00
Greater than 49 Units .....	\$2000.00
<b>Non-Residential Access Permits</b>	
Less than 25,000 square feet .....	\$500.00
From 25,000 to 300,000 square feet .....	\$1000.00
From 300,000 to 750,000 square feet .....	\$2000.00
Greater than 750,000 square feet .....	\$3000.00
<b>Non-Municipal Utility Permits not in conjunction With Access Permits:</b>	
Annual blanket utility permit .....	\$500.00
Capital improvements to a utility .....	\$500.00

## Specific Instructions (print or type)

Line 1:  
List name of municipality in which access is sought.  
Line 2:  
List name or number of State Highway Route(s) to which access is sought.  
Line 3:  
List Locus/Property address.  
Line 4:  
Describe property and/or facility. If access is sought under Category II above, briefly describe facility for which access is sought,

*Example 1:* Private single family residence at 100 State Road. Approximate size of proposed building 2,500 s.f. Approximate lot size 0.75 acres.

*Example 2:* 500,000 s.f. enclosed shopping mall adjacent to State Route I-290 and Route 20. Approx. lot size 67 acres.

Line 5:  
Briefly describe the proposed work to be performed within the State Highway Layout.  
\*Office of Real Estate and Development (OREAD)

*Example 1:* Remove 50 feet of existing granite curb on south side of highway in order to construct driveway access and modify the roadway geometry to accommodate left-hand turn.

*Example 2:* Excavate 10 foot x 10 foot section of roadway at Station 100+00 in westbound lane in order to install water service to residence at 100 State Street.

Line 6:  
A Dig Safe number must be provided if the work will commence within 30 days of the filing of the permit. NOTE: A Dig Safe number must be obtained by calling 1-888-DIG-SAFE (1-888-344-7233). If construction within the State Highway Layout does not commence within the period allowed by Dig Safe, a new number must be obtained prior to beginning construction. ([www.digsafe.com](http://www.digsafe.com))

Line 7:  
Individual or business making application must complete the required information, including application date and signature.

Line 8:  
Complete this section only if the individual or business making application is other than the property owner of the land for which the permit applies.

Return completed application, submittal checklist and fee to appropriate District Office listed below. Please contact the Permit Engineer at this address if additional information is required.

**District One**

270 Pittsfield Road  
Lenox, MA 01240  
Tel. (413) 637-5700  
Fax. (413) 637-0309

**District Four**

519 Appleton Street  
Arlington, MA 02174  
Tel. (781) 641-8300  
Fax. (781) 646-5115

**District Two**

811 North King Street  
Northampton, MA 01060  
Tel. (413) 582-0599  
Fax. (413) 582-0596

**District Five**

1000 County Street  
Taunton, MA 02780  
Tel. (508) 824-6633  
Fax. (508) 880-6102

**District Three**

403 Belmont Street  
Worcester, MA 01604  
Tel. (508) 929-3800  
Fax. (508) 799-9763

**District Six**

185 Kneeland Street  
Boston, MA 02111  
Tel. (857) 368-6100  
Fax. (857) 368-0106

**Highway Division Website:**

[www.massdot.state.ma.us/highway](http://www.massdot.state.ma.us/highway)

## Access Permit Submittal Checklist

GREY:  
DOT  
USE  
ONLY

This checklist provides the Applicant with a list of required submittals to obtain an Access Permit. However, additional submittals may be required to issue an Access Permit. All Applicants must fill out Part A and one additional part that correlates to the selected application type. To help identify the application type, please see the descriptions on page 6. Check each box that pertains to your application. MassDOT will make the final determination regarding Access Permit Application type and category.

### PART A: ALL APPLICANTS MUST FILL OUT

#### 1. APPLICATION TYPE – CHECK ONE

**NON-VEHICULAR:**

Non-Vehicular – Fill out Part B

**VEHICULAR**

Category I – Minor Vehicle Access Permits: Fill out Part C-1

Category II – Major Vehicle Access Permits: Fill out Part C-1 and Part C-II

Category III – Complex Vehicle Access Permits: Fill out Part C-1 and Part C-III

#### 2. APPLICATION TYPE (Check all applicable boxes)

Application Complete

Permit corresponds to appropriate MassDOT District

Non-refundable check or money order on correct amount payable to: MassDOT

Evidence certifying property owner(s) consent

Notarized Applicant Letter outlining agent's duties and responsibilities (if applicable)

Utility department sign-off as the Applicant(s) (if applicable)

### PART B: NON-VEHICULAR PERMITS

**IF NO PHYSICAL MODIFICATION** to state highway layout – i.e. parade, road race, traffic counts, etc.

*Required submittals:*

Map of route

Traffic Management Plan (designed in accordance with the Road Flagger & Police Regulations: 701 CMR 7.00)

Detour Plan(s) with municipal approval (if applicable)

**IF DRAINAGE:**

If requesting connection or discharge to any MassDOT drainage system, contact District Personnel for additional information regarding required submittals.

**IF CONSTRUCTION, RELOCATION OR REPAIR OF UTILITIES:**

*Required submittals:*

EXISTING PROJECT: reference(s) to the documents and plans already filed with MassDOT for the affected project

NEW PROJECT/UTILITY WORK:

*Required submittals:*

Engineered Plan(s) including method of crossing Highway

Traffic Management Plan (if applicable)

(Designed in accordance with the Road Flagger & Police Regulations: 701 CMR 7.00)

Detour Plan(s) with municipal approval (if applicable)

Tree Cutting or Landscaping Plan (if applicable)

Vegetative Plan including plant species and maturity size (if applicable)

Blasting Plan (contact District Personnel for additional information)

## PART C-I: VEHICULAR PERMITS

### CATEGORY I – Minor Vehicular Access Permits

*Required submittals:*

- Engineering Plans
- ENF - (Environmental Notification Form) Certificate (if applicable)

#### IF RESIDENTIAL DRIVEWAY:

- Detailed plan/sketch showing the drive location in relation to the property lines, MassDOT baselines, distance from nearest mile marker, and an easily identifiable fixed object (distance from telephone poles, mail boxes, other drives, etc.).
- If severe topographic conditions exist, an engineered plan showing the driveway layout, profile and storm water management may be necessary to show that the edge of the proposed drive is protected during and after construction to prevent sediment and debris from entering upon the State Highway Layout (SHLO).

#### IF COMMERCIAL DRIVEWAY: (where no MEPA review is required)

*Required submittals:*

- Two (2) 40 scale plans that include:
  - A. Route Number, Road Name, Property Address
  - B. Property Corners and Bounds
  - C. Lot Line Dimensions, Bearings and Distances
  - D. State Highway Layout Lines (both sides) and Nearest Massachusetts Highway Bounds (if found).
  - E. State Highway Baseline and both edges of roadway including any sidewalks and type of edging, if any, and shoulder information (grass, gravel etc.).
  - F. Any existing drive to be altered or closed shall be indicated. Existing and proposed dimensions should be included for altered drives.
  - G. Information on all proposed drives including radii, widths, handicap ramps, etc. must be shown.
  - H. All existing and proposed buildings, utilities, trees, stone walls, fences etc., should be labeled and shown in their correct location.
  - I. It is required that all stands, buildings, gasoline pumps and structures of any kind be placed at least 12 feet back from the State Highway Layout Line, since conducting of business within a State Highway Layout is forbidden.
  - J. Complete detail on drainage; all drives should be constructed on a downgrade from the edge of the highway surface or shoulder to the State Highway Layout Line.
  - K. Engineered plans will be required to show that storm flows are not directed into the SHLO, using contour lines, where applicant/owner property elevations are raised from the edge of the highway.
  - L. The plans should identify measures to protect the edge of the proposed drive during and after construction to prevent sediment and debris from entering upon the SHLO.

#### IF NEW STREET / SUBDIVISION ROAD:

Minor Intersection and Roadway Reconstruction (where no MEPA review is required)

*Required submittals:*

- All Commercial Driveway requirements (above) apply in addition to the following: Evidence of acceptance, including its line, grade and proposed drainage, by a local planning board, or other City of Town official with such authority.
- A street/road profile from its nearest high point and plan of drainage.

*Please be advised:*

- It will be required that all such future street approaches be constructed on a downgrade, where possible, from the edge of highway surface or shoulder to the State Highway Layout Line.
- Common driveway criteria may apply and must be shown on plans as mentioned above.

## PART C-II: VEHICULAR PERMITS

### CATEGORY II – Major Vehicular Access Permits

*Required submittals:*

- Engineering Plans based on the standards in the Manual On Uniform Traffic Control Devices (MUTCD), MassDOT's Project Development & Design Guide or its successor, MassDOT's Standard Specifications for Highway and Bridges, and any current technical policies or engineering directives Issued by MassDOT. All PS&E design submissions must be both in hard copy (one set) and electronic format. Electronic format includes PDF files transmitted to DHD or designee via USB Flash Drive, CD or posted to a FTP site.
- In cases where a proposed access is to be shared by multiple development sites, the Applicant(s) will provide evidence of the rights of access between the parties involved prior to the issuance of the Access Permit.
- MEPA Certificate
- Section 61 Finding

## PART C-III: VEHICULAR PERMITS

### CATEGORY III – Complex Vehicular Permits

*Required submittals:*

- Engineering Plans based on the standards in the Manual On Uniform Traffic Control Devices (MUTCD), MassDOT's Project Development & Design Guide or its successor, MassDOT's Standard Specifications for Highway and Bridges, and any current technical policies or engineering directives Issued by MassDOT. All PS&E design submissions must be both in hard copy (one set) and electronic format. Electronic format includes PDF files transmitted to DHD or designee via USB Flash Drive, CD or posted to a FTP site.
- In cases where a proposed access is to be shared by multiple development sites, the Applicant(s) will provide evidence of the rights of access between the parties involved prior to the issuance of the Access Permit.
- MEPA Certificate
- Section 61 Finding

#### Recording of Access Permits

Applicants must record any Vehicular Access Permit and plans or any Non-Vehicular Access Permit and plans involving drainage at the appropriate Registry of Deeds. Any Permit issued by MassDOT that requires recording will not be effective until recorded at the appropriate Registry of Deeds and a notice of recording is submitted to the District Highway Director (DHD). Changes may require the re-recording of permits and related documents. In those cases, permits will not be effective until re-recorded at the Registry of Deeds and a notice of recording is submitted to the DHD.

## **THERE ARE TWO TYPES OF ACCESS PERMIT APPLICATIONS: VEHICULAR, ISSUED UNDER THREE CATEGORIES & NON-VEHICULAR:**

### **1. VEHICULAR ACCESS PERMITS:**

#### Category I – Minor Vehicular Access Permits:

Access Permits for Projects that require entry to the State Highway Layout (SHLO), require little to no non-signalized modifications, and do not significantly alter the operating characteristics of traffic. These Projects ordinarily do not exceed the Massachusetts Environmental Policy Act (MEPA) transportation thresholds beyond the filing of an Environmental Notification Form (ENF).

#### Category II - Major Vehicular Access Permits:

Access Permits for Projects that require significant non-signalized modifications that may alter the operating characteristics of traffic at residential or commercial driveway intersecting with the SHLO; that require significant non-signalized modifications that may alter the operating characteristics of traffic at or upon any other intersection or roadway under the jurisdiction of MassDOT; that require the installation of a new traffic signal at a residential or commercial driveway intersecting with the SHLO or at any other intersection or roadway under the jurisdiction of MassDOT; or that require modification of structures, equipment, or hardware at an existing traffic signal at a residential or commercial driveway and its intersection with the SHLO or at any other intersection or roadway under the jurisdiction of MassDOT.

#### Category III – Complex Vehicular Permits

Access Permits for Complex Projects requiring actions similar to major Projects, but which require a new or altered SHLO; that require significant non-signalized and/or signalized modification within the SHLO over an extended distance or at a number of intersections that significantly alters the operating characteristics of traffic along a corridor; or that require the construction of a new, or modifications to an existing, bridge. These Projects generally require MEPA review and may require Federal review.

### **2. NON-VEHICULAR ACCESS PERMITS:**

Access Permits for Projects that require access to the SHLO that do not involve physical modifications such as a parade or road race; construction, relocation or repair of utilities within the SHLO; tree cutting or landscaping within the SHLO; the use of explosives to remove material from within 250 feet of the SHLO; or connection to or discharge to any MassDOT drainage system (in cases where it can be shown that no practical alternative exists).

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#### CONDITIONS REQUIRING AN ACCESS PERMIT

Vehicular Access Permits are required for:

- New residential or commercial driveways or streets intersecting the SHLO; or,
- Physical modifications to existing residential or commercial driveways or streets at their intersection with the SHLO; or,
- Change in use of an existing residential or commercial driveway onto SHLO that results in a Substantial Increase in or Impact on Traffic (as defined below) over the current use; or
- Construction of new or change in use of existing, residential or commercial driveway from properties that abut the SHLO to serve a building or facility, or expansion of a building or facility, that generates a Substantial Increase in or Impact on Traffic.

Substantial Increase in, or Impact on, Traffic as referenced above is defined as:

A Project that meets or exceeds any of the following thresholds:

- (i) Generation of 2,000 or more new ADT on roadways providing access to a single location; or,
- (ii) Generation of 1,000 or more new ADT on roadways providing access to a single location and construction of 150 or more new parking spaces at a single location; or,
- (iii) Construction of 300 or more new parking spaces at a single location; or
- (iv) Creation of a change in the type, pattern, or timing of traffic that is determined by MassDOT to generate a significant impact on traffic flow and safety.

Non-vehicular Access Permits are required for:

- Access to the SHLO for Projects that do not involve physical modifications; or
- Connection to or discharge to any MassDOT drainage system (in cases where it can be shown that no practical alternative exists); or
- Construction, relocation or repair of utilities within the SHLO; or
- Tree cutting or landscaping within the SHLO; or
- The use of explosives to remove material from within 250 feet of the SHLO.

In cases where a particular Project or activity may seek both vehicular and non-vehicular access, separate and distinct Permit Applications must be filed.