



TOWN OF DEERFIELD

REQUEST FOR PROPOSALS

DEERFIELD SENIOR HOUSING DEVELOPMENT

RFP 2024-2125

Issued Date: Wednesday, February 19, 2025

Proposals Due: Thursday, April 17, 2025

CONTACT INFORMATION:

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Franklin Regional Council of Governments
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Greenfield, MA 01301
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ADVERTISING:

Recorder Legal Ads-	2/19/25 and 2/26/25
FRCOG Webpage-	2/19/25
Posted in Deerfield Town Hall-	2/19/25
Central Register-	2/19/25

CRITICAL DATES:

Mandatory On Site Visit and Project Briefing -	Thursday 3/13/25 10:00 AM Location: 83-85 North Main Street, South Deerfield MA 01373
Deadline for written Questions-	Thursday 3/27/25 by 2:00 PM sent by email to: lphelps@frcog.org
Publishing of Addendum on FRCOG website-	Thursday 4/3/25 by 4:00 PM
Deadline for Submission of Proposal Packages- Late Submissions will not be accepted	Thursday 4/17/25 at 2:00 PM

ESTIMATED DATES:

Proposal Packages Evaluated- complete by	5/15/25
Interviews completed- week of	5/19/25
Negotiate contract with finalist-	5/30/25
Complete contract-	6/6/25

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**REQUEST FOR PROPOSAL
DEERFIELD SENIOR HOUSING DEVELOPMENT
RFP 2024-2125**

1. BACKGROUND

The Town of Deerfield (“Town”), through its Ad Hoc Senior Housing Committee, is seeking proposals from qualified developers for the development of between 30 to 60 rental housing units restricted to households aged 62 and above on approximately 2.1 acres of land owned by the Town. At a minimum, 100% of the units must be affordable to households at or below 60% of area median income (AMI).

2. REQUEST FOR PROPOSALS

The development of a senior housing project for the Town of Deerfield has been a long-term goal for a number of years has recently focused on the Town’s “Municipal Campus”. The Campus is a 2+ acre green space bordered by town offices, the police station, the library, the elementary school, an 1821 Meeting House, and soon, senior housing. Adaptive reuse of other sites on the campus for a senior/community center is actively being discussed as well.

The Saint James parcel, acquired for this purpose in spring 2024 through CPA funds, completes the campus on the northern edge. The site is less than a quarter mile from South Deerfield’s village center/downtown which boasts markets, breweries, restaurants, salons and medical facilities. Public transportation is available through both Franklin Regional Transit Authority (FRTA) and Pioneer Valley Transit Authority (PVRTA). Nearby local attractions within driving distance include Yankee Candle Village, Treehouse Brewing and Historic Deerfield.

Over the last three years the Senior Housing Committee has invested in extensive research in the need and demand for subsidized senior housing (see Attachment I), commissioned Feasibility Study and Wetlands Analysis (Attachment J) and acquired an approved Order of Resource Area Delineation (ORAD) (Attachment K), as well as land surveys (Attachment H), a hydrant flow test (Attachment L), cost estimates (Attachment M), and environmental assays (Attachment N). Including the cost of procuring the site and buildings, Deerfield has invested over \$500,000 in evaluating the suitability of the site and documenting the urgent need for this project.

Senior housing will be a cornerstone in our community of buildings that represent hundreds of years of New England history. Additionally, the site of the future Senior Housing is in the heart of our community, as a signifier of the value we place on our elders, their contributions to our town, and for the access it provides to markets, town activities, restaurants, transportation, and medical facilities. It is important that its design reflects the neighborhood’s character and the need for its inhabitants to continue their relationship with the community and the outdoors.

The Committee retained Austin Design to create concepts that were reviewed by the community in a charette (Attachment J). In this, and other meetings, generally people expressed the desire to see the church preserved, or at least its facade, to maintain the sense of place. It is crucial that the design and site placement seamlessly integrate into the neighborhood. The project should reflect the need for climate resiliency in its design, as well as incorporating LEED elements as appropriate for building use.

The Town intends to enter into a Land Development Agreement with the selected developer and convey the property with a 99-year ground lease or sale to the developer, with deed restrictions.

The purpose of this RFP is to select a developer with demonstrated experience and capacity to carry out a development project that best addresses the needs and goals of the community as described in this RFP. The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the RFP, will be selected.

The Franklin Regional Council of Governments (FRCOG) is assisting the Town with the RFP process. A full Request for Proposals package is available by request at: <https://frcog.org/project/bids/>. By Registering to be part of the RFP's Plan holder list you will receive all Addenda and updates as they are posted on the website.

3. PROPOSAL SUBMISSION & SELECTION PROCESS

The Town has determined that the award of this contract is subject to the Uniform Procurement Act, M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference. Applicants should plan to submit their proposals (Technical and separate Price proposal envelopes) Labeled with their Company name and "RFP 2024-2125 Deerfield Senior Housing Development- Technical Proposal or Price Proposal" on or before Thursday April 17, 2025, at 2:00 PM.

Proposals should be delivered to:

**Franklin Regional Council of Governments
Attention Laura Phelps, Chief Procurement Officer
12 Olive Street Suite 2
Greenfield MA 01301**

Proposals submitted after this time will not be accepted. Proposals should be marked "RFP 2024-2125 Deerfield Senior Housing Development- Technical Proposal or Price Proposal" and must include all required documents, completed, and signed by a duly authorized signatory, including the following to be considered a complete proposal:

1. Cover page labeled "RFP 2024-2125 Deerfield Senior Housing Development- Technical Proposals" also include the development entity, contact person and all contact information (this should be the person who will be the primary contact person)

2. One clearly marked original, in a three-ring binder, and seven copies of the proposal with required attachments
3. An electronic version of the complete proposal submission on a flash drive.

In a separate envelope labeled “RFP 2024-2125 Deerfield Senior Housing Development- Price Proposal” include 2 copies of Price Proposal (Attachment G).

The Town reserves the right to reject any or all proposals or to cancel this Request for Proposals if it is in the best interest of the Town.

All inquiries should be made via e-mail and directed to: Laura Phelps at Lphelps@FRCOG.org no later than **March 27, 2025, at 2:00 PM**. Inquiries should have a subject line entitled: “RFP 2024-2125 Deerfield Senior Housing Development- Inquiry”. Any inquiries after such date will not be accepted. All inquiries for which a response is provided, together with the responses, will be shared with all proposers in the form of an Addendum by Thursday April 3rd 2025, by 2:00 PM.

Proposals will be opened publicly at 2:00 PM. **on April 17, 2025, at the Franklin Regional Council of Governments 12 Olive Street, Suite 2 Greenfield, MA 01301**. A Proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for opening of proposals. After the opening, a Proposer may not change any provision of the proposal. Each responsive proposal will be evaluated first for compliance with the threshold criteria, and if it meets those criteria then according to the criteria set forth in **Attachment A ‘Comparative Criteria’**.

The Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

Proposers’ Responsibility for due diligence

Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

4. SITE TOUR & BRIEFING

A mandatory on-site briefing session will be held **at 10:00 AM on Thursday, March 13, 2025, at 83-85 North Main Street, South Deerfield, MA.**

5. DEVELOPMENT OBJECTIVES

The Town is seeking a developer to build a minimum of 30 and maximum of 60 senior, rental housing units on the site. The development program should be a mix of one- and two-bedroom units, informed by the site’s capacity, good site planning and landscaping considerations, and the market and financial feasibility of an affordable senior rental project.

Affordability

Since the property was fully acquired by the Town of Deerfield using Community Preservation Act (CPA) funds, 100% of the units must be deed-restricted to low- and moderate-income households. Units must be affordable to persons earning, at a maximum, 60% of Franklin County's area median income, and must meet the requirements for inclusion on the Town's Subsidized Housing Inventory (SHI). The Town is interested in deeper affordability, but not at the risk of the long-term feasibility of the project. The proposer should include a clear analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix. The Town is seeking affordability by design in addition to affordability by deed restriction.

Unit Types

The development should be responsive to the Deerfield community's needs and provide housing for low to moderate income seniors. For this reason, the Town favors proposals with designs that are age-friendly and adaptable to households with decreasing mobility and/or incorporate universal design elements.

Building Design and Aesthetics

The development's architecture should reflect the aesthetics and design vernacular of existing buildings in South Deerfield and be a stellar example of superior design, both interior and exterior. The Town of Deerfield is looking for creative use of the land and creative space design for the units, with a preference for open concept floor layouts.

The final appearance of the proposed development should complement the existing norms for buildings in the neighborhood and region. The development should look like it "belongs in" South Deerfield. Proposers are encouraged to use their creativity and experience in building design approach, choice of materials, and methods of construction so as to minimize regular maintenance costs, embodied carbon impact, promote energy efficiency and carbon emissions reduction.

Project Amenities

Proposals that include community space with a kitchen to serve tenants and visiting families are highly desirable. On-site supportive services for older adults and a management office are also desirable. The overall project design will be judged as part of the Comparative Evaluation Criteria described in **Attachment A**.

Sustainability and Resilience

The Town favors proposals that promote sustainability and resiliency and measurably mitigate the environmental and climate impacts of the development. Proposals with a strong focus on carbon emissions reduction through energy efficiency and integration of renewable energy sources (including solar and geothermal) will be considered highly advantageous.

Site

The site currently has three existing buildings: the former St. James Church, clergy house and garage. Of the three, the church is the only building that is preferred to be preserved for reuse. The Town favors development concepts where community-oriented use is incorporated into the church building program. The selected developer will be responsible for demolition of the existing buildings on site and any site preparation required for development, if the reuse of these buildings is not feasible.

The site has access to Town water and public sewer. The Town favors the development concepts that enhance Deerfield's natural beauty by highlighting Bloody Brook and its surrounding ecosystem. Landscape improvements should encourage use of the neighborhood for active and passive recreation while preserving and protecting native ecosystems, including walking paths open to the public.

Proposed walking paths on the site should take into consideration connectivity to amenities in and around South Deerfield. Circulation on the site should also take into consideration existing and planned mobility infrastructure, including a Franklin Regional Transit Authority bus stop. The developer will be expected to preserve as much of the natural vegetation, especially significant trees, as possible.

Project Permitting

Proposals should include a description of the permitting process that the developer plans to use. The Town anticipates permitting will be through M.G.L. Chapter 40B.

6. PROPERTY DESCRIPTION

Deed

Please see Attachment B: Recorded Quitclaim Deed for the Property.

Zoning

The property is currently zoned Central Village Residential District (CVRD), which allows multifamily development by special permit. The Town anticipates permitting through M.G.L. Chapter 40B to allow for relief in dimensional requirements, including maximum height (35 feet), lot coverage (75%), and setbacks.

Utilities

Water: Public

Wastewater: Public

Electric: Eversource Electric

7. PROPOSAL SUBMISSION REQUIREMENTS

A. The Developer

The proposal must include a description of the development team, the individuals and organizations to be involved in the development, **in particular the project manager**, and their experience. The development team may include, without limitation, the developer, property manager, architect, contractor, engineers, consultants, lenders and investors. Proposals must include:

- The name, address, e-mail address, and telephone number of the proposer, the name of any representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of everyone on the development team.
- If the proposer is not an individual doing business under his/her name, a description of the firm and status of the organization (e.g., whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit entity, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity to enter into the land lease of the Property and the borrower and guarantors of debt, if any.
- Identification of all principals, partners, co-venturers or sub-developers participating in the transaction, and the nature and share of participants' ownership in the project.
- Discussion of whether the Property developer will also be the property manager and if this is not the case, the legal and financial relationship between the entities. If the developer will not be the property manager, the proposer shall describe the process for securing property management services.
- Identification of the development team, such as architects, engineers, landscape designers, sustainability consultants, contractors, and development consultants. Background information, including firm qualifications and resumes for principals and employees expected to be assigned to the project, should be provided.
- A summary of the developer's and the development team's experience, both collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with residential or commercial projects of a similar scale and complexity. The development team must include a member who has demonstrated experience in financing similar projects.
- Proposers should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.

The following format should be used to submit the information required:

- For all example projects: Project name, location, project type, project scope, start date, projected completion date and actual date of completion, total development costs, key project people.
- Narrative on why your experience is relevant to the Deerfield Senior Housing project.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Town and the development team during all phases of the project.
- Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals or any affiliates.
- Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.

B. Development Concept

- The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:
 - Number and size of units (square footage and number of bedrooms) and affordability levels.
 - Include narrative as to why/how the mix of bedroom sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
 - Preliminary site design and a narrative describing the process for identifying trees and buffers to be preserved.
 - Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy efficiency, renewable energy, and other green design elements of the building and site.
 - Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors, including the Town Hall, police station, recreational field, and Tilton Library, specifically with respect to noise and traffic during the construction period.
- Project financing – provide a source and uses development pro forma, a 10-year operating budget, and a chart with unit square footage, income target, and proposed rents (see comparative evaluation criteria). Describe in detail what, if any, local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources. Describe in detail any previous success in securing such funding.
- Lender letters of interest (mentioned in the comparative evaluation criteria).

C. Conceptual Design Drawings

The proposal must include 11 x 17 plans including:

- site plan that describes parking layout and numbers of parking spaces and building footprints
- landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas
- floor plans
- elevations with material indications
- typical unit plans
- At least one (1) color rendering of the proposed development

D. Management Plan

Description of the target market, e.g., pricing and strategy for marketing and lottery process. The proposal must include a plan for the ongoing management of the development. In addition, if the Proposer is including a property manager as part of its team, all relevant information as outlined under ‘The Developer’ above should be included as well as details of any projects where the Proposer and Manager have worked together before.

- Lottery for Affordable Units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all the affordable units. Proposals may include a lottery agent as part of the development team. A marketing/lottery plan shall be required as part of the approval of the units for inclusion on the Subsidized Housing Inventory, and prior to building permit issuance. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes. Local preference maximum percentage.

At a minimum, the selected Proposer and/or their Agent shall demonstrate, prior to the Town endorsing a Land Development Agreement:

- a clear understanding of fair housing requirements/laws.
- a clear understanding of local preference opportunities and requirements, and how the lottery will address these.
- ability and commitment to utilize appropriate state standards to determine program and unit eligibility – i.e., qualified tenants.
- establishment of clear criteria for tenant selection and a fair and unbiased selection process.
- responsibility for selecting properly qualified tenants.
- ability and commitment to maintain all necessary reports and certifications required under state and federal law.

E. Implementation Plan and Timetable

The proposed development should be completed within five (5) years of the execution of the Land Development Agreement. Extensions will not be unreasonably withheld if the selected developer is able to demonstrate steady progress. The proposal must include a description of how the development concept will be implemented, including but not limited to:

- Detailed development schedule for all elements of the plan, including key milestones, financing benchmarks, zoning approvals and compliance, and projected completion / occupancy timeframes.
- Outline of required land use, environmental, operational and other governmental or regulatory approvals, including zoning, development and environmental permits. The proposer should provide a schedule for securing approvals as part of the proposal. The proposer should note what zoning variances, special permits or modifications, if any, are required as part of the development plan.

8. DEVELOPER SELECTION CRITERIA

All proposals submitted by the due date will be evaluated for conformance with the below stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below. The top three (3) ranked Proposers may be invited to present their proposal to the review committee. The presentation will not be scored. The Town reserves the right to select the proposal that best meets the needs of the community, and that may not be the proposal that achieves the highest score.

Minimum threshold criteria

The following are **minimum criteria** for Proposal consideration. Proposals that do not clearly and fully convey compliance with these minimum criteria will not be considered.

1. Complete conformance with all submission requirements
2. Proposal must include 100% of the units restricted to households earning a maximum of 60% of AMI
3. Proposer must have a minimum of five (5) years' experience in development of housing
4. Proposer must show a successful track record of three (3) projects of similar scope or complexity.
5. Developer availability to commence work within 90 days of selection; show sufficient staff resources and availability to perform required services
6. Completed required forms at Attachments D, E & F:
 - Certificate of non-collusion
 - Tax compliance
 - Disclosure of beneficial interests form as required by M.G.L. c. 7C, section 38 (formerly c. 7, section 40J)

Comparative Evaluation Criteria

Projects meeting the minimum criteria will then be judged on the following additional comparative evaluation criteria, as further explained and outlined in Attachment A.

Developer Experience and Capacity

1. Development experience: extent to which the developer's experience exceeds the minimum criteria; the developer's prior track record in the construction of housing of a similar scale and type, and the experience of the development team regarding affordable housing development
2. Development Capacity and Performance: review of performance history of all other real estate owned and any bankruptcy within the past ten years by any member of the development team
3. Financing: evidence of ability to secure financing as evidenced by letter(s) from prospective lender(s), and banking references
4. Staffing Plan: the Proposer demonstrates the capacity to commence work within 90 days of award without any substantial change to its regular operations
5. Project timeline: Proposer's demonstrated ability to complete projects on time and within budget

Developer & Management Experience

1. Management approach: high quality management team experienced in the management of housing for older adults
2. Marketing: experience in lottery and marketing for affordable housing, or commitment to add experienced member to team
3. Financial Feasibility: extent to which the project is feasible financially and proposed resources are attainable.
4. Affordability: extent to which the project meets the affordability requirements and goals as described above.
5. Sustainability and Resilience: experience in developing buildings that cost-effectively exceed regulatory requirements for energy efficiency, emissions reduction, and climate resilience by leveraging available utility incentives, funding opportunities, and tax credits.
6. Feasibility of proposed project; analysis of development and operating budget:
 - Environmental, permitting issues, construction estimates, soft costs
 - Reasonable and realistic Sources and Uses: proposed budgets that are based on current cost and market conditions
 - Analysis of operating budget: appropriate for target population, reasonableness of management, administrative costs, maintenance, and utility costs
7. Development Objectives and Concept: a proposal, addressing the objectives and concepts described above reflecting full knowledge and understanding of any project constraints.

8. Site and unit design: a superior design approach reflecting identified housing needs, that creates density within the context of its surroundings, that reflects the local design vernacular, that provides a sense of community while maintaining individual tenant privacy, provides adequate parking, provides adequate recreation and community space, and limits the impact on the site to the greatest extent possible
9. Price Proposal: The Price Proposal Form (Attachment G) shall be completed and submitted in a separate, sealed envelope. The Price Proposal is opened after the Proposals are scored. The Price is not considered in the scoring.

9. SELECTION PROCESS

The Town or its designee(s) (i.e. an evaluation committee) will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein. Evaluation of the proposals will be based on the information provided in the proposers' submissions in accordance with the submission requirements of this RFP and any interviews and additional information requested and/or gathered by the Town. The Town will select the developer it or its designee(s) determines has presented the most advantageous proposal.

The Town will notify all proposers in writing of its decision.

The Town reserves the right to reject any or all proposals or to cancel this Request for Proposals at any time if it is in the best interest of the Town.

10. POST SELECTION

Land Development Agreement

It is the intent of the Town to enter into a Land Development Agreement (LDA) with the selected proposer within 90 days of selection and then to lease or convey the land with deed restrictions after certain benchmarks have been met. The LDA will be finalized after the selection process. A draft LDA can be found in Attachment C.

Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements

The name of the selected proposer and the amount of the transaction will be submitted for publication in the state's *Central Register*.

If the Town determines that the public purpose of the project is best met by disposing of the property for less than fair market value, the Town will post a notice in the state's *Central Register* explaining the reasons for this decision and disclosing the difference between the property value and the price to be received. This notice will be published before the Town enters into any agreement with the selected developer.

11. ATTACHMENTS

- A. Comparative Evaluation Criteria
- B. Quitclaim Deed & Town Meeting Votes
- C. Sample Land Development Agreement
- D. Certificate of non-collusion
- E. Tax Compliance Certificate
- F. Disclosure of Beneficial Interest
- G. Price Proposal
- H. Property Survey Plans*
- I. Market Research Studies*
- J. Feasibility Study and Wetlands Analysis*
- K. Approved ORAD*
- L. Hydrant Flow Test*
- M. Cost Estimates*
- N. Environmental Assays*
- O. Locus map*

The above noted Attachments () can be accessed at this [Dropbox Link](#).

Attachment A | COMPARATIVE EVALUATION CRITERIA

Developer Experience & Capacity (Team)	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> ● Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects. ● Outcome of comparable projects ● Demonstrated team member experience securing financing for similar projects ● Experience developing climate-friendly, sustainable, and resilient projects ● Property management experience with similar projects ● The quality of the team’s reputation, particularly in terms of its regulatory track record, an ability to complete projects as proposed. ● Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements. ● Property management experience with similar projects ● Successful long-term management approach 	<p>Development team members have not had any or only minimal experience in the development of projects with similar scope, including legal, design, development, financing, and management experience with rental housing.</p>	<p>Development team members have had significant experience in the development of projects of similar scope, including significant legal, design, financing, affordable housing management, and development experience. High-performance and age-friendly design are part of standard development approach.</p>	<p>Development team have significant and substantial successful experience in development of affordable housing projects of similar scope, including significant legal, design, financing, affordable housing management and development experience. High-performance and age-friendly design is their standard approach to design and development.</p> <p>Have experience working with a municipality in development.</p>
Affordability	Unacceptable	Advantageous	Highly Advantageous
<p>Proposal meets the greatest level of affordability fiscally possible. 100% of the units must be restricted to households at or below 60% of AMI.</p>	<p>The proposal contains less than 100% of the units affordable to households at or below 60% of AMI</p>	<p>The proposal contains 100% of units affordable to households at or below 60% of the AMI</p>	<p>The proposal contains 100% of units affordable to households at or below 60% of the AMI and shows a balanced mix of units affordable to households below 30% of the AMI and units affordable to households between 30% and 60% of the AMI</p>

Site Design	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> ● Thoughtful and efficient site design, minimizing impervious surfaces ● Uses standards of low impact development ● Exterior lighting – minimal impact to neighbors ● Enhanced buffer to neighboring properties ● Stormwater management ● Landscape plan includes parking area ● Area designated for snow removal/storage ● Adequate visitor parking ● Maximize solar power generation ● Incorporates practices and elements of the Town’s Green Development Performance Standards - Zoning Bylaw Section 5480 ● Permeable Pavement for parking 	<p>Proposal fails to meet all RFP design requirements.</p>	<p>The proposal meets or exceeds all design requirements of the RFP with thoughtful traffic flow, buildings siting, minimal impact of exterior lighting, and sound development design</p> <p>Abides by the Green Development Performance Standards to a great degree (up to 50%)</p> <p>Permeable pavement captures and stores water</p>	<p>Proposal meets all requirements in ‘advantageous’ box and respects adjacent properties, provides heightened attention to landscaping plan, grading and lighting, and helps with the restoration of the area vegetation. The proposal includes passive recreation amenities such as walking paths open to the public, improvement to connectivity to area amenities and transportation infrastructure. Abide by the Green Development Standards to a great degree (51%- 100%) Permeable pavement water storage ties into Town capacity management of excess water</p>

Building Design	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> ● Exterior is of high quality, while remaining compatible with local existing building design ● Creative design that is cost effective and high quality ● Interior layouts meet a variety of needs including age-friendly design ● Finishes support durability and low maintenance for tenants ● Building envelope and mechanical system design is high performance and reduces the energy use, operating cost, and carbon emissions of the property beyond what is required by the energy code. ● Corridors wide enough for 1 wheelchair + 1 person to pass each other ● Bathrooms: all universal design, no threshold showers, showers have curtains. ● Natural lighting throughout public spaces ● Emergency “call” system ● Fiber backbone to support e-call and personal networks ● Surge protection for entire building ● Backup power supply ● Closet doors that don’t impinge on room space 	<p>Design not compatible with local design patterns, interior layouts not effective use of space</p>	<p>Proposal creates a development that reflects local design and efficient interior layouts, with some units’ age-friendly design, creating a desirable addition to the neighborhood</p>	<p>Proposal articulates a compelling development vision that is cost-effective, high-performance, and has an attractive design, including age-friendly design and efficient use of interior space. Proposal includes 1.5 bathrooms in a number of units</p>

Amenities	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> ● Community space for tenant gatherings ● Kitchenette in community space ● Management office on-site with storage ● On-site supportive services ● Accessible secure tenant storage ● Personal exterior spaces ● Portico by entry 	No Amenities listed are provided	Proposal includes community space with a kitchen and some of the other Amenities listed	Proposal includes all the Amenities listed. The community space is spacious and conducive to gatherings for tenants' visitors. The developer has demonstrated experience on included documentation of organizational partners that can provide on-site supportive services.
Financial Feasibility	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> ● Adequacy of proposed budgets (development and operating) ● Appropriateness of rents in relation to market (see Supply and Demand Analysis attached) ● Track record of securing proposed financing ● Track record of leveraging efficiency-related financial resources such as utility incentives and tax credits. 	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing	Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing	Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding.

Track Record, Site Visits & Presentations	Unacceptable	Advantageous	Highly Advantageous
<ul style="list-style-type: none"> ● Demonstrate track record of success for 3 projects of similar scale and complexity. ● Site visits: the evaluation committee may choose to visit proposers' completed projects ● Presentation: respondents will be invited to present their proposal to the Review Committee and answer clarifying questions only 	<p>Minimum of three (3) example projects not provided. Properties visited were in poor condition. Residents were not pleased. Respondents could not adequately explain their design vision</p>	<p>Example projects came in on time and within budget, good property management structure. Properties visited were in good condition, site layout was efficient, buildings were well designed, and Residents were largely pleased. Respondents articulated their design vision and financials sufficiently</p>	<p>Example projects reflect timely completion, excellent budget control & property management and professionalism of developer. Properties visited were in great condition, great design and use of energy efficient and durable materials. Nearly all residents were pleased. Respondents articulated their design and financing vision with knowledge and enthusiasm for the project</p>



ORDER OF TAKING
83-85 North Main Street
Deerfield, MA

Property Address: 83-85 North Main Street Deerfield, Massachusetts

Pursuant to the authority granted by Massachusetts General Laws Chapters 79 and Article 6 of the Deerfield Special Town Meeting of October 23, 2023, a certified copy of which is recorded herewith, and of any and every other power and authority which is hereunto in any way enabling, the Selectboard of the Town of Deerfield hereby take, on behalf of the Town of Deerfield, for general municipal purposes, the fee ownership in the land with the buildings thereon, located at 83-85 North Main Street Deerfield, MA bounded and described as follows:

The land in Deerfield, Franklin County, Massachusetts as shown on a plan entitled "Land and Improvements in Deerfield, Massachusetts Village of South Deerfield Belonging to the Roman Catholic Bishop of Springfield, Massachusetts" dated October 16, 1973 drawn by Almer Huntley, Jr & Associates, Inc. as recorded in Plan Book 38, Page 13 of the Franklin County Registry of Deeds to which plan reference is made for a more particular description of land.

Said land being 2.093 acres more or less.

Meaning and intending to describe the premises described in a deed from The Roman Catholic Bishop of Springfield to Laurie Cuevas dated December 3, 2013 recorded with the Franklin County Registry of Deeds in Book 6474, Page 25.

All of said land identified above is owned or supposed to be owned by Laurie Cuevas by virtue of a Deed recorded with the Franklin County Registry of Deeds in Book 6474, Page 25.

Any and all trees and structures located upon the easement taken are included in this taking.

Excepted from the rights herein taken by the Town are all easements of record for wires, pipes, conduits, poles, and other appurtenances for the conveyance of water, sewage, gas, oil, electricity, cable television transmission, and telephone communications lawfully in or upon said land.

Except as noted herein, this taking includes any and all interest in the land described above, as may be currently held by the owners of abutting lots.

The Selectboard voted to award damages sustained by the owner of said property, to Laurie Cuevas, in accordance with the provisions of G. L. c. 79, Section 6, in the amount of \$420,000.00, the current record owner of the property that is the subject of this taking.

FRANKLIN SS

I, Kathleen A. Sanderell, duly appointed and qualified Town Clerk for the Town of Deerfield, hereby certifies that the following vote was taken at the Deerfield Special Town Meeting held on Monday, October 23, 2023, in the Frontier Regional School Auditorium, 113 North Main Street in the Village of South Deerfield.

ARTICLE 6: The Town voted to authorize the Selectboard to purchase, acquire, or take by eminent domain the parcel of land identified as approximately 2.1 acres +/- identified in the Assessors records as Map 169 Lot 14 and owned by Laurie Cuevas by deed recorded in the Franklin County Registry of Deeds, Books 6474, Page 25, for the amount of \$420,000.00 and to fund said purchase using funds previously approved in Article 11 of the 2023 Annual Town Meeting for land acquisition for purposes of Senior Housing; said acquisition of land having been determined to be necessary for the health and welfare of the inhabitants of Deerfield to be used for senior housing purposes with said land to be under the care, custody and control of the Selectboard.

Motion to call the question

Motion carried, so declared the Moderator

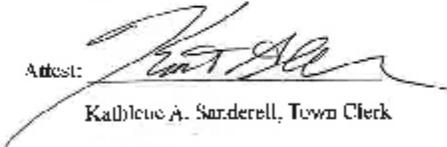
Motion carried by 2/3 vote, so declared the Moderator

Call to count

Count taken, 20% opposed, Motion carried by 2/3 vote, so declared the Moderator

True Copy,

Attest:


Kathleen A. Sanderell, Town Clerk

Attachment C | SAMPLE LAND DEVELOPMENT AGREEMENT
SAMPLE DEVELOPMENT AGREEMENT
RFP 2024-2125 Deerfield Senior Housing Development

This Land Development Agreement (this “Agreement”) is made as of this _____ day of _____, 2025, by and between XYZ corporation, a Massachusetts corporation, having a place of business at 123 Main Street, anywhere MA 02601 (“Developer”) and the Town of Deerfield, public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at 8 Conway Street, South Deerfield MA 01373 (“Town”).

Recitals

A. Town is the owner in fee simple of certain property known as _____ located on _____, contains _____ MA (“Property”). The Town wishes to develop [a portion of] such property as affordable rental housing. The Town has determined that it can best accomplish this purpose by engaging a private developer to develop, construct and operate such housing while Town maintains long-term site control [if long-term lease].

B. On or about, _____, Town issued a request for proposals in connection with the contemplated development, construction and operation of at least affordable rental housing on [a portion of] the Property. On or about, _____, units of _____

Developer submitted a proposal (the “Proposal”) to develop, construct and operate residential units, including ___-bedroom units and ___-bedroom units, and associated site improvements and open space to be developed on [a portion of] the Property as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the “Project”). On or about, _____, Town designated Developer as the developer for the Project.

C. Town and Developer desire to enter into an agreement pursuant to which Developer will develop, construct and operate the Project on [a portion of] the Property, [such portion] to be determined by the parties in accordance with this Agreement as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Site Control; Ground Lease; Developer Fee, Etc.

1.1 Determination of Project Site. The parties agree that the Project shall be located on _____ acres of the unimproved portion of the Property with exact boundaries as delineated

in the attached property site plan (and/or) survey (“Project Site”).

RFP 2024-2125 Deerfield Senior Housing Development

1.2 Ground Lease of Project Site. At such time as Developer is ready to close on its construction financing for development of the Project, Town and Developer shall enter into a mutually agreeable ground lease (“Ground Lease”), substantially in the form attached hereto as Exhibit C, pursuant to which Town will lease the Project Site to Developer for a term of ninety-nine (99) years and otherwise on terms consistent with this Agreement. The Ground Lease shall be on a “triple net” basis, with all costs and expenses, including taxes and insurance, paid by tenant. Rent under the Ground Lease shall consist of a payment of \$ ___per year and a payment of \$_____upon the permanent loan closing. If and when executed, the Ground Lease shall supersede this Agreement in its entirety.

1.3 Developer Right of Entry. Town grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Property for the purpose of investigating site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer’s sole cost and expense, and at Developer’s sole risk. Developer agrees to indemnify, defend, and hold harmless Town and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Property by Developer, its agents, employees or subcontractors. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Property, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations. [with due respect for the privacy and safety of residents of the Property, and consistent with any applicable notice provisions of Town’s leases with residents of the Property.]

1.4 Developer Fee and Overhead. Developer shall be entitled to receive a developer fee and reimbursement for developer overhead in connection with the Project in such amounts and paid on such schedules as approved by the Department of Housing and Community Development. In no event shall payment of any part of such amounts be an obligation of Town.

Article 2. Development of Project; Affordability; Term of Agreement.

2.1 The Project. Subject to the Requirements (defined below), Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project.

2.2 Affordability.

_% of the dwelling units at the Project shall be affordable to

households earning of or less of the median family income for the [Metropolitan Statistical Area, adjusted for family size.] Standard

2.3 Development Costs. It is understood and agreed that Developer shall receive the Project Site in an “as is” condition and shall bear all costs associated with the Project as contemplated hereunder. Town will pay its own legal fees in connection with preparation and negotiation of this Agreement

and the Ground Lease.

2.3 Term of Agreement. In the event that the Developer has not closed on its construction financing for development of the Project by this Agreement upon written notice to the other party, either party may terminate

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Items a, b, and c below are required for documentation that the Developer is diligently pursuing his obligations to the Town as further detailed in Article 5.1.1. Specific Developer responsibilities include, without limitation, the following:

(a) Developer shall provide Town on a timely basis with all information with regard to Developer’s activities which Town reasonably requests.

(b) Developer shall select, coordinate, direct and manage the Project development and construction teams identified in the Proposal. Upon request, Developer shall provide Town with contractors’ names and contact information.

(c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep Town fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide HA with copies of formal submissions.

(d) Developer shall obtain hazard and liability insurance reasonably satisfactory to Town. (e) Developer shall use diligent efforts to adhere to the Project Development Schedule attached as Exhibit B.

(f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including, as applicable, a comprehensive permit pursuant to M.G.L. Ch. 40B or any other zoning approvals, a building permit and other municipal, state or federal permits.

(g) Developer shall prepare and follow an affirmative fair housing marketing plan in compliance with DHCD’s Affirmative Fair Housing Marketing Plan Guidelines for the Project. Such plan shall be submitted to Town for review prior to implementation.

(h) Developer shall manage and supervise the construction of the Project in accordance with the terms of the Ground Lease.

3.2 Responsibilities of Town. The following matters shall be the primary responsibility of Town:

(a) Town shall review on a timely basis any matter submitted to it for review or approval and advise Developer of approval or denial, and (if relevant) of its reasons for denial.

(b) Town shall provide reasonable support for the Project with local, state, and Federal agencies, lenders, and other applicable parties. Town shall provide reasonable assistance requested by Developer in obtaining licenses, approvals, clearances, the comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies

Town will cooperate with Developer in pursuing any real estate tax exemptions and abatements that may be available for the Project.

3.3 Responsibilities of Both Parties.

(a) If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, Town will work with Developer, both acting in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a reduction in the number of the units in the Project or a change in affordability levels. In the event that the parties, using good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon written notice to the other party.

Article 4. Plans; Project Development Schedule

4.1 Plans. The development and construction of the Project shall be in substantial compliance with the RFP and such site plans, concept plans, plans and specifications and the like, approved pursuant to this Agreement by the parties (“Plans”), unless changes are agreed upon in writing by the parties. In addition, Plans shall comply with all applicable Town of bylaws, regulations and processes (“Local Bylaws”) (the Approved Plans and Local Bylaws, collectively, the “Requirements”).

4.2 Project Development Schedule. Attached hereto as Exhibit B is the Project Development Schedule, including proposed dates for performance of certain milestones.

Article 5. Default; Remedies.

5.1 Default by Developer. The occurrence of any of the following events shall constitute an event of default (“Event of Default”) under this Agreement by Developer:

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with

due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively “Bankruptcy Laws”) or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.1.3 If an order for relief against Developer shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Developer or of any substantial portion of Developer’s property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.2 Remedies for Town. If there is an Event of Default by Developer, Town may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Developer.

5.3 Default by Town. The occurrence of any of the following events shall constitute an Event of Default by Town hereunder:

5.3.1 If Town fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the Town proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.3.3 If Town shall be adjudicated bankrupt or be declared insolvent under any Bankruptcy Laws or if Town shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Town or of any substantial portion of HA’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.3.4 If an order for relief against Town shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Town or

proposing reorganization of Town under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Town, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Town or of any substantial portion of Town’s property, or any similar relief as to Town pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.4 Remedies for Developer. If there is an Event of Default by Town, Developer may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Town.

Article 6. Miscellaneous.

6.1 Integration. This Agreement expresses the entire agreement of the parties and supersedes and replaces any prior agreements of the parties, written or oral.

6.2 Applicable Law. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

6.3 Amendment. This Agreement may be amended only by a written instrument, executed by the party to be charged therewith.

6.4 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party’s agent or employee, (ii) two business days after being deposited in the U.S. mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called “overnight” mail service with 1-day service, in any event addressed as follows:

If to Town, to:
Town Administrator
Town of Deerfield
8 Conway Street
South Deerfield, MA 01373

If to Developer, to:

and a copy to: Attorney

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within fourteen (14) days of the notice, the approval or consent shall be conclusively deemed granted. Any such approvals or consents to be deemed granted after a period of non- reply shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

“NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN DAYS SHALL RESULT IN AUTOMATIC APPROVAL.”

6.6 Reliance by Developer. Town acknowledges that Developer intends to rely on this Agreement and further agrees Developer may rely on this Agreement to establish to third parties that it will have site control of the Project Site in order to qualify for financing and obtain other approvals for the Project.

6.7 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of Town.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

XYZ corporation

By: _____
Chief Executive Officer

Date: _____

Town

By: _____
Selectboard Chair

Date: _____

List of Exhibits:

- Exhibit A Proposal
- Exhibit B Draft Project Development Schedule
- Exhibit C Ground Lease

Attachment D | CERTIFICATE OF NON-COLLUSION

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Individual or Corporate Name of Proposer

Date

Signature of Authorized Agent

Printed Name of Authorized Agent

Tax Compliance Certificate

Pursuant to M.G.L., Chapter 62C, sec. 49A, the individual executing this proposal certifies, under pains and penalties of perjury, that to the best of his/her knowledge and belief the Proposer has complied with all of the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name of Proposer: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment F | DISCLOSURE OF BENEFICIAL INTEREST

**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 (if not an individual) :

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe): _____

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

NAME

RESIDENCE

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

None

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

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

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

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

RFP 2024-2125 Deerfield Senior Housing Development

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

Disclosing Party

Authorized Signature of Disclosing Party

Date _____

Print Name & Title of Authorized Signer

Attachment G | PRICE PROPOSAL

**Price Proposal Form
RFP 2024-2125 Deerfield Senior Housing Development**

Payments: Please write your proposal offer including proposed ground lease payments:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

Note: Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.

Name of Respondent

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

City

State

Zip Code

ATTACHED UNDER SEPARATE COVER

The below Attachments are available at [this link](#).

Attachment H | PROPERTY SURVEY PLANS

Attachment I | MARKET RESEARCH STUDIES

Attachment J | FEASIBILITY STUDY AND WETLANDS ANALYSIS

Attachment K | APPROVED ORAD

Attachment L | HYDRANT FLOW STUDY

Attachment M | COST ESTIMATES

Attachment N | ENVIRONMENTAL ASSAYS

Attachment O | LOCUS MAP
