



**REQUEST FOR  
PROPOSALS**

for

**Land Acquisition**

for Public Safety Facility

Town Hall Building

TOWN OF DALTON, MASSACHUSETTS  
REQUEST FOR PROPOSALS (RFP)  
LAND ACQUISITION FOR PUBLIC SAFETY FACILITY

APRIL 29, 2026

Proposals Due: Thursday, June 4, 2026 at 2PM

Late proposals will be rejected.

Deliver Complete Proposals To:  
Lori Venezia, Executive Assistant  
Town of Dalton  
Town Manager's Office  
462 Main Street  
Dalton, MA 01226  
[lvenezia@Dalton-ma.gov](mailto:lvenezia@Dalton-ma.gov)

**For Further Information Please Contact:**

Lori Venezia, Executive Assistant  
Town Manager's Office  
Town of Dalton  
462 Main Street  
Dalton, MA 01226  
[lvenezia@Dalton-ma.gov](mailto:lvenezia@Dalton-ma.gov)  
413-684-6111 ext. 202

*The Town of Dalton reserves the right to reject any or all proposals or take such action as may be deemed necessary to be in the best interest of the Town.*

## **REQUEST FOR PROPOSALS**

The Town of Dalton, through its Select Board and Town Manager's Office, is seeking proposals for the acquisition of land suitable for the construction of a new Public Safety Facility. The current facility, located in the basement of Town Hall, is inadequate. The Town intends to relocate public safety operations to a new site within Dalton, contingent upon approval at a Town Meeting.

The Select Board is the contract awarding authority and will select the most advantageous proposal, taking into consideration the evaluation criteria and the price. The Town reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to permit exceptions to these specifications; and to award contracts or to cancel this RFP if it is in the Town's best interest to do so.

The contract will be awarded to the proposer submitting the most advantageous proposal taking into consideration all evaluation criteria as well as the price (all subject to approval and appropriation by Town Meeting and, if necessary, approval of a referendum at a Town Election).

The award of the contract for the sale of the parcel to the Town is contingent upon the successful proposer entering into a purchase and sale agreement within thirty (30) days of the award to the successful proposer.

Proposers are advised that the Purchase and Sale Agreement and the Town's obligation to purchase the property, is expressly contingent on Town Meeting authorizing the acquisition and appropriating the funds therefor, which appropriation may be contingent on a Proposition 2½ vote. The Town's purchase of the property shall also be contingent on other matters, including, without limitation, the Town's satisfaction with the title to and the physical condition of the property.

The contract will be awarded to the responsible and responsive proposer submitting the most advantageous proposal taking into consideration all evaluation criteria as well as price. Award of the proposal is subject to the availability of funds.

The Town is issuing this Request for Proposals (RFP) to identify and acquire a parcel or contiguous parcels of land meeting the requirements outlined herein. The preferred site shall:

- Be located within the Town of Dalton
- Contain a minimum of **76,230 sq. ft. (1.75 acres)**
- Ideally contain **87,120 sq. ft. (2.0 acres)** or more
- Be free of debts, liens, encumbrances, or environmental restrictions
- Be offered at a reasonable price, discounted price, or as a gift

The Town will negotiate a Purchase and Sale Agreement with the selected proposer. Closing will occur within 90 days of Special Town Meeting approval.

**Town Meeting has not authorized the purchase of property or appropriated funds therefor at this time.** Any purchase and sale agreement entered into pursuant to this RFP will be subject to a future Town Meeting authorization and appropriation and, at the Town's option, approval at a Town election of a debt exclusion pursuant to G.L. c. 59, § 21C, so-called proposition 2 ½, for this purpose.

Sealed proposals will be received until **Thursday, June 4, 2026 at 2:00 PM** at the Town Manager's Office, 462 Main Street, Dalton, MA 01226. Late submissions will not be accepted.

**Critical RFP Dates**

RFP available*	April 29, 2026 by 5:00 PM
Proposer Question Period Closes	May 7, 2026 at 5:00 PM
Addenda (Responses to Question)	May 14, 2026 at 5:00 PM
Berkshire Eagle legal ad	May 19, 2026
Berkshire Eagle legal ad	May 26, 2026
Proposal Due	June 4, 2026 by 2:00 PM
Proposal Opening	June 4, 2026 at 4:00 PM
Estimated Award Date	TBD
Estimated Closing	TBD

(\* this includes Central Register, Town website, Town Hall, and several local public places)

**GENERAL CONDITIONS AND REQUIREMENTS**

- 1. Proposal Rules** - This RFP is issued pursuant to M.G.L. Chapter 30B, §16
- 2. Proposal Submissions** - Proposals must be submitted in two separate sealed envelopes:
  - “LAND ACQUISITION PROPOSAL – Public Safety Facility”
  - “PRICE PROPOSAL – Public Safety Facility”
- 3. Reviewing Period** - All proposals meeting proposal requirements and conditions may be held by the Town of Dalton for a period up to 120 days for review and evaluation. Proposals shall remain valid for 120 days from the Proposal Opening date.
- 4. Basis of Proposal Award** - The Town may award the purchase and sale agreement (“Agreement” or “P&S”) to the proposer offering the **most advantageous proposal**, considering both price and non-price criteria. The Town reserves the right to reject any or all submissions.
- 5. Cost to the Town** - The Town seeks the lowest responsible price but may accept a higher-priced proposal if overall value is superior.
- 6. Evaluation of Proposal** - The Evaluation Committee shall review each proposal in the context of the Comparative Evaluation criteria and shall assign a score. The Evaluation Committee shall then take into consideration the prices and decide the best overall proposal. The best overall proposal is not necessarily the proposal receiving the highest rating for the "Comparative Evaluation Criteria" or the proposal with the most inexpensive terms. The documented results shall then be submitted to the Select Board / Town Manager who will make the award based on the evaluation.
- 7. Compliance with M.G.L. Chapter 30B, Section 16 – Real Property Acquisition.** This RFP is issued pursuant to **M.G.L. c. 30B, §16**, governing municipal acquisition of real property. All proposers must comply with the following:
  - **Best Interest Determination.** The Town shall determine that any acquisition is in its best interest and may reject any or all proposals.

- **Independent Appraisal Requirement.** The Town shall obtain an **independent appraisal** of fair market value prior to finalizing any purchase.
    - The Town will not purchase property for more than appraised fair market value. Any agreement will be subject to the appraisal being equal to or greater than the purchase price.
  - **Disclosure of Beneficial Interests (M.G.L. c. 7C, §38).** The selected proposer must submit a **Disclosure of Beneficial Interests in Real Property Transaction** prior to execution of a Purchase and Sale Agreement.
  - **Negotiations Permitted.** The Town may negotiate with the proposer offering the most advantageous proposal.
  - **Proposal Validity.** Proposals must remain valid for **120 days from the date the proposals are opened.**
  - **Right to Cancel.** The Town may cancel this solicitation at any time if deemed in its best interest.
  - **Title and Environmental Requirements.** The Town shall not acquire property unless:
    - Title is marketable and free of encumbrances
    - Environmental conditions are acceptable
    - Due diligence (including geotechnical review) is satisfactory
  - **Costs of Proposal Preparation.** All costs associated with proposal preparation are the responsibility of the proposer.
8. **Questions and Interpretations** - Questions about this RFP shall be submitted electronically via e-mail and directed to Lori Venezia at [LVenezia@Dalton-ma.gov](mailto:LVenezia@Dalton-ma.gov). The subject line should read "**Land Acquisition for PSFAC**". All submissions must contain the name of the person asking the question, company name, address, phone number and email address. Failure to provide the correct information in the e-mail will deem the question unanswerable, and it will not be considered as part of any Addenda. Responses will be forwarded in the form of Addenda to all persons who have provided contact information to the Town.
9. **Certification of Non-Collusion and Tax Attestation Form** - All proposers must sign the attached forms (**Attachments C & D**) regarding Massachusetts State tax returns and a certificate of non-collusion.
10. **Disclosure of Beneficial Interests** - The selected proposer will be required to submit a disclosure of beneficial interests prior to execution of the Purchase and Sale. A copy of the form is contained in this document as **Attachment E**.
11. **Costs of Preparing Proposals** - All costs involved in preparing the proposal submittal will be borne by the proposer. The Town of Dalton will not be liable for any costs associated with the creation of the proposal submittal or any supporting documents.
12. **Conflict of Interest** - The applicant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 286A of the General Laws concerning conflict of interest. The proposer covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement. No employee of the Town of Dalton and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the agreement shall participate in any decision relating to the agreement which affects his or her personal interest or the interest of

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any corporation, partnership, or association in which he or she is directly or indirectly interested or has any financial interest, direct or indirect in the agreement or the proceeds thereof.

13. **Signature** - All proposals shall be complete, factually correct, and, if applicable, signed by an authorized officer of the proposer's company on the appropriate page(s) and the front of the cover sheet.
14. **Number of copies** - One unbound original, six (6) hardcopies and one (1) electronic (.pdf version to LVenezia@dalton-ma.gov) of the proposal must be submitted to the Town Manager.
15. **Place and Time to Submit Proposals** - Sealed proposals will be received at the Town Manager's Office, 462 Main Street, Dalton, MA 01226 **until 2PM on Thursday, June 4, 2026**. Late submittals will not be accepted. After the closing time, the submittals will be opened for the sole purpose of recording the names of the proposers.
16. **Waiver** - The Town of Dalton reserves the right to reject any and all proposals, or to waive any informality in the proposal process, if deemed in the Town's best interest.
17. **Modifications** - A proposer may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Town Manager's Office prior to the time and date set for the proposal deadline.
18. **Broker Rights** - The Town does not have a real estate broker but will protect the rights of any brokers who might become involved in this transaction so long as the Town does not incur any cost or expense related thereto.
19. **Sales Tax Exemption** - Purchases made by the Town are exempt from sales taxes and proposal prices must exclude any taxes. The Town will provide tax certificates if required.
20. **Authorization** - All signatures must be handwritten and in ink by the person(s) authorized to sell the parcel(s).
21. **Right to Disclose** - All proposals become the property of the Town. The Town has the right to disclose information contained in the proposals.
22. **Non-Discrimination** - The selection of the proposer shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin.
23. **Site Visits** - The Town reserves the right to conduct site visits to verify the information provided in the proposals and to perform detailed evaluations of the property proposed.
24. **Additional Information** - The Town reserves the right to request additional information from any and all respondents to this solicitation if it is deemed necessary in order to identify the most advantageous proposal.

*Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.*

## **PROPOSAL SCOPE**

### **1. General Property Parameters -**

- Must be located in Dalton, MA
- Must have marketable title
- Must have public water, sewer and stormwater available
- Must meet the Town's cost expectations
- Must be free of liens, encumbrances, and unpaid taxes
- Any deed restrictions, or rights-of-way must be disclosed, and cannot interfere with the Town's proposed use of the property as a public safety facility

### **2. Size, Shape and Geometry of the Property -**

- Minimum 76,230 sq. ft.
- Ideally 87,120 sq. ft. or more
- Preferably flat, buildable, and requiring minimal sitework

### **3. Site Conditions -**

- Must comply with all federal, state, and local regulations
- Preferably accompanied by Phase I/II environmental reports
- Must not contain hazardous waste
- Must have access to public utilities
- Must not lie within a 100-year flood boundary or flood plain
- Must be surveyed with a recorded plan of land, or a survey provided prior to closing
- List any and all easements, encroachments or rights of way
- Any and all wetlands need to be disclosed including previous DEP activity

### **4. Schedule -** Proposal evaluations will occur during the week of June 8, 2026.

### **5. Minimum Submittal Requirements -** Each proposal must contain the following documentation in support:

- a. Site Plan, if available
- b. Notarized ownership statement
- c. Environmental, geotechnical, or appraisal reports (if available)

## **COMPARATIVE EVALUATION**

### ***Proposal Scoring***

All proposed sites will be evaluated based upon specific comparative evaluation criterion. The following point schedule will be utilized:

- **Highly advantageous: 5 points** - Response excels on the specific criterion
- **Advantageous: 3 points** - Response meets evaluation standard for the criterion
- **Least Advantageous: 1 point** - Response does not fully meet the criterion or leaves a question or issue not fully addressed
- **Does Not Meet: 0 points\*** - Does not address the criterion

*\*Proposal may be eliminated from further consideration if "0 points" is received in any category.*

### ***Evaluation Criteria***

The following comparative criteria will be used to evaluate proposed sites.

1. **Location and size of the site** - The preferred site for the new Public Safety Facility located in Dalton should contain a minimum of 76,230 sf. of area and will be ranked as noted below:
  - d. A site of 87,120 sf. or greater and located within 1,500 ft measured along a roadway of Main Street, Dalton would be considered highly advantageous.
  - e. A site of 87,120 sf. or greater and located more than 1,500 ft measured along a roadway from Main Street, Dalton would be considered advantageous.
  - f. A site of less than 87,120 sf. but greater than 76,230 sf. and located within 1,500 ft measured along a roadway of Main Street, Dalton would be considered advantageous.
  - g. A site of less than 87,120 sf. but greater than 76,230 sf. and located within 1,500 ft measured along a roadway of Main Street, Dalton would be considered least advantageous.

*Sites with Less than 87,120 sf. with beneficial adjacencies including public open space, public parking, and/or other compatible community resources may be scored above the noted rank range*

2. **Site Conditions and Geometry** -

The subject property should be in full compliance with all applicable Federal, State, or local requirements. If present, any environmentally sensitive land should be clearly described and defined. Ideally the property should be of a suitable geometry that allows for efficient development of the building and required parking. The most desirable property will be one which requires the least grading and/or demolition:

- a. A site that is relatively flat, has no environmental restrictions, and requires little or no demolition would be considered highly advantageous.
  - b. A site that is relatively flat, has some environmental restrictions, and requires demolition of simple structures would be considered advantageous.
  - c. A site that requires substantial grading, has environmental restrictions, and requires extensive remediation and demolition would be considered least advantageous.
3. **Ease of Access to Town's Street Network** - The preferred site provides convenient access to a public road(s) without having a negative impact on traffic safety, operation and surrounding properties.
    - a. A site that has multiple access points for pedestrians and vehicles would be considered highly advantageous.
    - b. A site that has at least one access point for pedestrians and vehicles would be considered

- highly advantageous.
  - c. A site that has at least one access point for pedestrians and vehicles would be considered advantageous.
  - d. A site that has little or no access for pedestrians and vehicles would be considered least advantageous.
4. **Available Infrastructure** – The preferred site provides convenient access to public utilities.
- a. A site that has water and sewer service, drainage infrastructure and three phase power that are in reasonable and sound operating condition as well as natural gas service would be considered highly advantageous.
  - b. A site that has water and sewer service and drainage infrastructure and three phase power that requires modernizing and natural gas service would be considered advantageous.
  - c. A site that has water and sewer service and drainage infrastructure and three phase power that require modernizing/long off-site connections and no natural gas service would be considered least advantageous.
5. **Emergency Operations** – The preferred site provides a safe location relative to Emergency Operations. The current location of the CSX Freight line tracks are considered to be a potential hazard for derailment and spills. The absolute minimum distance would be 400 ft from the freight line tracks
- a. A site that is a minimum of 1500 linear ft from CSX freight line tracks would be considered highly advantageous.
  - b. A site that is a minimum of 750 linear ft from CSX freight line tracks would be considered advantageous.
  - c. A site that is less than 750 linear ft and more than 400 linear ft from potential hazardous locations identified in the Emergency Operations plan would be considered least advantageous.

*The Evaluation Committee will evaluate the proposed land against all aspects of the specifications except those testing requirements which will only be evaluated for the top ranked parcel(s) and it should be noted that these 5 areas evaluated may not be weighted equally.*

### **TERMS OF PURCHASE**

The Purchase and Sale Agreement to be executed between the Town and the successful proposer shall contain the terms below, as well as others:

A. **Deposits.**

The Town shall not pay any deposits or down payments. The Town at closing will pay the entire purchase price, subject to customary and usual adjustments.

B. **Brokers.**

The Town does not have a real estate broker representing it, and the Seller must agree to defend, indemnify the Town against and hold the Town harmless from any claim, loss, damage, costs or

liabilities for any brokerage commission or fee which may be asserted against the Town by any broker in connection with this transaction.

C. **Inspections.**

The Town and its agents, employees and consultants shall have the right to enter into the property upon twenty-four (24) hours prior notice to inspect the property, including, without limitation, conducting surveys, borings, soil tests and environmental investigations, and to conduct such other studies and tests as the Town deems appropriate. The Town shall have the right to terminate the P&S, without recourse, if it finds any hazardous materials on the property and/or is otherwise not satisfied with the property.

D. **Property Condition.**

The property shall be delivered vacant and free of all tenants, occupants and personal property, substantially in the same condition it was in as of the date of execution of the Purchase and Sale Agreement.

E. **Title.**

The Town must be satisfied with the title to the property, in its sole and absolute discretion. Without limiting the foregoing, Seller shall deliver a good and sufficient quitclaim deed of the property running to the Town of Dalton, which deed shall convey good, clear record and marketable title to the property, subject only to those easements, restrictions and encumbrances which are acceptable to the Town and do not interfere with the use of the property for general municipal use, including as a public safety facility.

F. **Registered Land.**

If the land is registered, the quitclaim deed must be in form sufficient to entitle the Town to an Owner's Certificate of Title, and the property owner shall deliver at closing all documents necessary to enable the Town to obtain a Certificate of Title and to satisfy all Land Court and registration requirements.

G. **Suitability.**

The physical and environmental condition of the property and the improvements therein, if any, shall be acceptable to the Town, in the Town's sole and absolute discretion. The Town shall not be obligated to purchase the property if the Town deems the property unsuitable.

H. **Taxes.**

Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, Seller has paid taxes through and past the closing date, **such payments shall not be refunded**, it being acknowledged that Buyer has no funds to refund Seller for such taxes paid and Buyer, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year. Any assessments made prior to the

closing date shall be paid in full by Seller. Other items, if applicable, shall be adjusted as of the date of closing.

**I. Authority Documents.**

Seller shall provide sufficient authority documentation, in recordable form, including, without limitation, as applicable, legal existence and good standing certificates from the Secretary of State, complete incumbency certificates and trustee's certificates, valid current vote(s)/resolution(s), direction of partners, members or beneficiaries, and any other documentation reasonably required by the Town.

**J. Contingencies.**

The Town's obligations to purchase the property shall be contingent, and the Town shall have the right to terminate the P&S, without recourse, on the conditions set forth below, among others:

1. The information contained in the proposal proves to be inaccurate.
2. It becomes unlawful for either party to execute the purchase and sale agreement or consummate the transaction, including, without limitation, failure to comply with G.L. c. 30B (the Uniform Procurement Act).
3. The Town fails to obtain approval and/or funding by an affirmative vote of Town Meeting and/ or at the ballot box for a debt exclusion.
4. The Town finds hazardous waste or hazardous materials on the property, or otherwise is not satisfied with the condition thereof.
5. The seller fails to waive relocation benefits under G.L. c.79A and 760 CMR 27.03 for itself and all other tenants or other occupants of the property.
6. The Town fails to obtain the proper zoning and regulatory approvals to the extent any may be necessary to use and operate the property for the Town's intended purposes.
7. The Town fails to obtain the funds to construct a public facility complex upon the property.
8. The purchase price exceeds an appraisal of the property.

**SUBMISSION OF PROPOSAL**

Sealed written proposals must be **separately packaged** and clearly marked:

**"LAND ACQUISITION PROPOSAL - Public Safety Facility"**

**"PRICE PROPOSAL - Public Safety Facility"**

***Land Acquisition Proposal***

The following items need to be included in the **Land Acquisition Proposal**:

- Land Acquisition Proposal Form (Attachment A) - Filled out and executed along with **all attachments** and explanations where required
- Tax Compliance/Non-Collusion Forms - Filled out and executed.

***Price Proposal***

The following item need to be included in the **Price Proposal**:

- Price Proposal Form (Attachment B) – Filled out and executed

One unbound original, six (6) hardcopies and one (1) electronic (.pdf version to LVenezia@dalton-ma.gov) of the proposal must be submitted to the Town Manager in each clearly marked package.

Proposals should be addressed to:

Eric Anderson, Town Manager  
Town of Dalton  
462 Main Street  
Dalton, MA 01226

**The final date for submission of proposals is 2PM on Thursday, June 4, 2026.**

**ATTACHMENT A  
LAND ACQUISITION PROPOSAL FORM**

***Land Acquisition - Public Safety Facility Town of Dalton, MA***

Property Location(s) \_\_\_\_\_  
*Please attach locus map*

1. Parcel Areas (*Sq. Ft.*):

Parcel #1 - Total Area \_\_ Buildable Area \_\_\_\_ Unbuildable Area \_\_\_\_ Parcel #2 - Total Area \_\_  
Buildable Area \_\_\_\_ Unbuildable Area \_\_\_\_ Parcel #3 - Total Area \_\_ Buildable Area \_\_\_\_  
Unbuildable Area \_\_\_\_

1. Amount of Frontage \_\_\_\_\_ feet on (Street Name) \_\_\_\_\_

1. Assessing Map Information:

Parcel #1 – Map \_\_\_\_\_ Lot \_\_\_\_ Block \_ Parcel #2 – Map  
\_\_\_\_ Lot \_\_\_\_ Block \_ Parcel #3 – Map \_\_\_\_\_ Lot \_\_\_\_ Block \_

1. Are there any structures on the parcel(s)? \_ YES \_\_\_\_\_ NO

2. Is any portion of the property within the 100 Year Flood Boundary? \_\_\_\_\_ YES \_\_\_\_\_ NO

3. Does the property meet/comply with all Dalton By-Laws and any applicable Rules and Regulations? \_\_\_\_\_  
YES \_\_\_\_\_ NO

4. Are there any easements or rights of way affecting the property? \_ YES \_\_\_\_\_ NO  
*If yes, please attach detailed explanation.*

5. Are there any deed restrictions? \_\_\_\_\_ YES \_\_\_\_\_ NO  
*If yes, please attach detailed explanation.*

6. Has a copy of the deed been provided? \_\_\_\_\_ YES \_\_\_\_\_ NO  
*If yes, please attach detailed explanation.*

7. Please provide description of the current and past uses of the property, including any history of the release or disposal of any oil or other hazardous materials on the property?

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8. Has the property been surveyed? \_ YES \_\_\_\_\_ NO When? (*Date*)

9. Is a Plan(s) of the property attached? \_\_\_\_ YES \_\_\_\_\_ NO

Current Owner(s) name(s): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signed: \_\_\_\_\_

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

\_\_\_\_\_  
*Printed name of above*

***Signature acknowledges proposer's authorization to submit on behalf of property owner(s).  
Any misrepresentation of authorization will result in disqualification of proposal.***

**ATTACHMENT B**  
**PRICE PROPOSAL FORM**  
***Land Acquisition - Public Safety Facility Town of Dalton, MA***

The undersigned hereby submits a Price Proposal to sell land as outlined in the Town of Dalton's Request for Proposals: ***Land Acquisition - Public Safety Facility***

The property previously described on the Land Acquisition Proposal Form is offered for sale to the Town of Dalton for:

\$ \_\_\_\_\_

In words: \_\_\_\_\_

Signed: \_\_\_\_\_

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

\_\_\_\_\_  
*Printed name of above*

**ATTACHMENT C**  
**CERTIFICATE OF NON-COLLUSION**  
***Land Acquisition - Public Safety Facility***  
***Town of Dalton, MA***

The undersigned certifies under the pains and 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.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (print) \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT D**  
**STATE TAX CERTIFICATION CLAUSE**  
*Land Acquisition - Public Safety Facility*  
*Town of Dalton, MA*

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes under law; I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

\_\_\_\_\_  
\* Signature of individual or Corporate Officer  
(Mandatory if applicable)

\_\_\_\_\_  
Corporate Name (Mandatory)

\_\_\_\_\_  
\*\* Social Security # or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

**ATTACHMENT E  
DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY  
TRANSACTION**

***Land Acquisition - Public Safety Facility Town of Dalton, MA***

**THIS FORM WILL BE REQUIRED BEFORE THE PURCHASE OF THE  
PROPERTY IS FINALIZED – DO NOT FILL IT OUT FOR THE PROPOSAL**

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: Acquisition of property by the Town of Dalton

(3) Public Agency Participating in Transaction: Town of Dalton

(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

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

(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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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)**

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

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

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

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

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

*Town of Dalton – Land Acquisition for Public Safety Facility*

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

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Print Name of Disclosing Party (from Section 4, above)

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Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

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Print Name & Title of Authorized Signer

**(Note: This Form must be included in the proposal submission)**