



Solicitation Information
April 16, 2014

RFP # 7548669

TITLE: Sale of Land, Bishop Hill Road, Johnston

SUBMISSION DEADLINE: Tuesday, May 24, 2014 at 10:00 am (Local Time)

<p>PRE-BID CONFERENCE: <u>YES</u> DATE: Friday, May 9, 2014 TIME: 10:00 am (LT) Mandatory: <u>NO</u> Location: One Capitol Hill, 2nd Floor Conference Room A, Providence, RI</p>
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Questions concerning this solicitation may also be e-mailed to the Division of Purchases at questions@purchasing.ri.gov no later than **5/16/2014 at 12:00 noon (LT)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP # on all correspondence. Questions received, if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

<p>SURETY REQUIRED: NO BOND REQUIRED: NO</p>
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Thomas Bovis
Interdepartmental Project Manager

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov to be able to download a Bidder Certification Cover form which must accompany each offer.

NOTE TO VENDORS:
Offers received without the entire completed four-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

**REQUEST FOR PROPOSALS – SPLP 175
SALE OF SURPLUS LAND
BISHOP HILL ROAD, JOHNSTON, RI**

ASSESSOR'S PLAT: 45-1 LOT: 435



The State of Rhode Island, acting through its Department of Administration's Division of Purchases, invites proposals from the general public for the purchase of certain real property deemed to be surplus by the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals. The subject property is a vacant parcel of land containing 1.18 acres or 51,555 square feet. A more detailed property description and instructions to offerors are contained in the attached prospectus.

Richard A. Licht, Director
Rhode Island Department of Administration

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PART I
DESCRIPTION OF OFFERING, PARCEL CHARACTERISTICS, CONSIDERATION
AND TERMS/CONDITIONS OF SALE

OVERVIEW

The State of Rhode Island, acting through its Department of Administration's Division of Purchases, offers for sale a residentially zoned vacant parcel that features frontage on Bishop Hill Road in the town of Johnston. The Property comprises that certain parcel identified in the Town of Johnston's Tax Assessor's Records as Plat 45-1 Lot 435.

AREA/NEIGHBORHOOD DESCRIPTION

The subject property is located in the West End of the town of Johnston approximately 8 miles west of the Providence Metropolitan Area. The area has homes of varied styles and ages some of which have water frontage on nearby Oak Swamp Reservoir. Schools, shopping and employment are all easily accessible and highway access via Route 295 is within 2 miles.

SITE/IMPROVEMENTS DESCRIPTION

SITE

Area: 51,555 square feet or 1.18 Acres

Utilities: Public Water
Public Electricity

Zoning: Residential (R-40) // 40,000 square foot minimum

FEMA Map #: The Property is not located in a designated flood zone hazard area as depicted on the FEMA National Flood Insurance Rate Map entitled Community Panel # 44007C0283G and dated 3/2/2009. According to the flood hazard map, the Property is situated within a Zone "X" non-flood hazard area.

Easements: There are no apparent easements noted.

PROPERTY DESCRIPTION

The subject parcel is a 1.18 acre parcel of unimproved land suitable for development. The parcel is located in an R-40 zone. Town records indicate that municipal water is available on Bishop Hill Road but individual sewage disposal systems (ISDS) are required for development. There is no existing RIDEM approved individual sewage disposal system plan.



**FRONT VIEW OF
PROPERTY**



**STREET SCENE –
BISHOP HILL ROAD**

PROJECT SCHEDULE

The following is the timetable for submission. Any step and all subsequent steps in this timetable may be adjusted at the discretion of the Director of Administration, for any or no reason, in his sole discretion.

<u>ACTION</u>	<u>DATE & TIME</u>
RFP Advertisement:	4/13/2014;4/22/2014; 4/28/2014
Pre-Proposal Conference:	5/9/2014 (10:00 a.m.)
Questions Submitted By Potential Offerors:	5/16/2014
Responses Forwarded To Potential Offerors:	5/19/2014
Proposals Due:	5/27/2014-10:00 a.m.
Date of Award:	TBD

TERMS AND CONDITIONS OF SALE

All right, title and interest conveyed by the State will be sold subject to the terms and conditions in the published notice of sale and those hereinafter set.

1. All Offerors **must** be a registered vendor on the Purchasing website in order to submit an offer on the Property. If an offeror experiences any problems registering as a vendor, he or she may seek assistance from the **Rhode Island Division of Purchases by calling 574-8132.**
2. Proposals must include a refundable bid surety deposit in the amount of five (5%) of the total gross sum offer. Surety shall be in the form of a certified or cashiers check made payable to the "General Treasurer – State of Rhode Island." The surety deposit of the successful offeror shall be retained by the State and applied to the purchase price of the Property at closing. All other surety deposits shall be returned to unsuccessful offerors after approval of a Purchase and Sales Contract by the State Properties Committee.
3. The purchase price shall be paid to the State by bank or certified check or wire transfer payable to the "General Treasurer – State of Rhode Island" within forty-five (45) on a date that is mutually agreed upon by the successful offeror/buyer and the State of Rhode Island/seller.
4. The buyer shall have thirty (30) days from the effective date of the Purchase and Sale Contract (See EXHIBIT 7) (the "Review Period") to satisfy itself as to the acceptability and suitability of the condition of the seller's title to the Property. If the buyer notifies seller, in writing, by the expiration of the Review Period, that buyer is not in its sole discretion, satisfied with seller's title to the Property not being able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception for any matters recorded after the date of buyer's title commitment, then Buyer may terminate the purchase and sale contract by written notice to seller, in which event the deposit and any interest earned thereon shall be returned to buyer and the purchase and sale contract shall become null, void and of no further force or effect; provided, however, that buyer shall give seller timely notice of any title defects and, further, shall give seller, at seller's sole discretion, a reasonable opportunity to cure any such title defect
5. At the time of Closing, a bargain and sale deed, in a form acceptable to the State Properties Committee, without covenants of warranty, will be delivered to the successful offeror on receipt of the full balance of the purchase price. If the successful offeror shall fail to tender the balance of said purchase price on the closing date, the State of Rhode Island, at its option, may resell the property to the next highest offeror who responded to this Request For Proposals who shall be able to comply with the terms of the sale without notice to the defaulting offeror and without previously tendering a deed to the defaulting offeror. Such resale shall not, however, release the defaulting offeror from liability for

breach of contract, and in case of such default the State of Rhode Island shall retain the deposit posted by the defaulting offeror, together with any interest thereon, whether or not the Property is resold, without prejudice to any right which the State may have to recover further damages or to pursue any legal or equitable remedy accruing by reason of such default.

6. The Property will be sold "where is, as is" by bargain and sale deed in accordance with statutory requirements. The purchase and sale contract between the State and the successful offeror shall be subject to approval by the State Properties Committee. The State of Rhode Island reserves the right to reject any and all bids for any or no reason(s). Any subdivision and deed filing requirements of the Town of Johnston will be at the successful offeror's sole expense.
7. The successful offeror shall be responsible at its sole cost for the documentary deed stamps that are required to be affixed to the deed upon recordation.
8. The State will pay no broker's fee, finder's fee, commission, or other compensation to any party claiming to counsel or represent any offeror regarding this Request for Proposals or the sale of the Property.
9. Interested parties may conduct a viewing of the Property prior to the proposal due date.
10. No representations will or have been made by the State that the Property meets local, state or federal ordinances, regulations or laws governing development of property commercially, industrially, or otherwise. All permits, empowerments, permissions and grants necessary for the Property's sale and development are at the successful offeror's cost and responsibility. Any variances, permissions or grants necessary to meet these requirements are likewise at the successful offeror's risk, cost and expense.
11. The sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, lease or other defects concerning said title.
12. Sale of the Property to the successful offeror is contingent upon the Town of Johnston's statutory, pre-emptive right to purchase the Property pursuant to Title 37, Chapter 7, Sections 3 and 5 of the General Laws of Rhode Island, 1956, as amended.
13. Any public utilities or municipalities having facilities under, over, or through the Property as of the date of its conveyance to the successful offeror shall have the right and easement to continue to maintain, operate, and renew their facilities within the Property, and the bargain and sale deed shall contain such condition of sale.
14. All costs associated with responding to this Request for Proposals and/or producing written and oral clarifications of its contents will be the responsibility of the offeror. The

State will assume no responsibility or liability for any costs incurred by any offeror under any and all circumstances.

15. No environmental analysis of the Property has been conducted by the State. The Property is being sold "as is, where is" without warranty or representation regarding either the presence or absence of environmental liabilities and the successful offeror by accepting title to the Property shall assume all such liabilities, if any, without recourse against the State. The successful offeror shall be required to agree to indemnify, hold harmless, and defend the State of Rhode Island and its departments, agencies and employees from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule, or regulation, including but without limitation, the Rhode Island Hazardous Waste Management Act, Rhode Island General Laws Section 23-19.1-1 et seq., the Rhode Island Rules and Regulations for Hazardous Waste Management (2002), the Oil Pollution Control Act, Rhode Island General Laws Section 46-12.5.1-1 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or arising under the Rhode Island General Laws, Sections 23-19.1-1 et seq., as amended or otherwise and Rhode Island General Laws, Section 46-12.5.1-1 et seq., as amended or otherwise which are discovered by the successful offeror subsequent to the date the Property is conveyed to the selected offeror.

PART II
INSTRUCTIONS TO OFFERORS

All offerors are instructed to review all parts of this Request for Proposals and to follow its directions carefully. Proposals, which are incomplete, obscure, conditional, irregular, or lacking in necessary detail, or containing additions not called for, may be rejected by the State.

Affidavits and Disclosures

Offerors that are foreign corporations, meaning corporations not chartered in Rhode Island but licensed to do business in Rhode Island, are required to submit with their proposals an affidavit duly executed by their president, vice president, or general manager and stating that the corporation has, in accordance with the provisions of the Rhode Island General Laws, obtained a certificate authorizing it to do business in Rhode Island. These certificates or certified copies are obtained from the Rhode Island Secretary of State's Office.

Corporations and partnerships are required to submit with their proposals a Certificate of Disclosure of Corporation or Partnership (Forms attached to Part IV hereof) listing the name and address of principal officers.

No Withdrawal of Proposals

No proposal will be allowed to be withdrawn after it has been received by the Rhode Island Department of Administration.

Rejection or Acceptance of Proposals

The State reserves the right to unconditionally accept or reject any and all proposals for any and/or no reason(s).

Unacceptable Proposals

No proposal will be accepted from, nor will any proposal be awarded to any person, entity, firm, or corporation that is in arrears or is in default to the State of Rhode Island upon any debt, tax, or contract, or that is a defaulter in surety or otherwise upon any obligation to the State of Rhode Island, or that has failed to perform faithfully any previous contract with the State of Rhode Island. No consideration will be given to proposals that are inconsistent with the information required in the attached Proposal Form (Part IV hereof) and/or this Request for Proposals.

Explanations Written and Oral

The state reserves the right to make additions, deletions, changes or modifications to this Request for Proposals at any time prior to the opening date. Any additions, deletions, changes, or modifications to this Request for Proposals shall be posted to the Rhode Island Division of

Purchases web site. Further, the State will not be responsible for any oral instructions understood to be received by any offeror.

Signature of Offeror

Offer To Purchase form (See **EXHIBIT 1**) must be completed and signed in blue ink by the offeror or his/her/its duly authorized representative. Corporations, partnerships, or other business entities responding to this Request for Proposals must include a certificate of authority attesting that the individual signing on their behalf are duly empowered to do so.

Proposals

The State is soliciting competitive proposals pursuant to its determination that such a process best serves the interest of the State and the general public and not because of any legal requirement to do so. The offeror acknowledges that it is the State's right to accept any proposal, or number of proposals, even if from different proposers; or to unconditionally reject any and all proposals; or to amend with the consent of the successful offeror any proposal prior to acceptance; or to waive any formality and otherwise effect the State's intent under this Request for Proposals all as the State in its sole judgment may deem to be in its best interest.

Pre-Proposal Conference:

There will be a pre-proposal conference on **May 9, 2014** from **10:00 a.m. – 10:30 a.m.** at the following location:

RI Department of Administration
One Capitol Hill
Conference Room "A" – 2nd Floor
Providence, RI 02908

Questions:

All questions regarding this Request for Proposals are to be e-mailed by 12:00 p.m. on **May 16, 2014** to:

RI Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908
questions@purchasing.ri.gov

Responses:

All questions and responses thereto shall be posted on the Division of Purchases website (as a amendment to the subject RFP) by 4:00 p.m. on **May 19, 2014**.

Be advised that all questions and responses shall be made public and shared with all offeror's, not only the offeror making the inquiry.

PART III – PROPOSAL FORM

State of Rhode Island, By and Through The
Department of Administration,
Division of Purchases

PROPOSAL SUBMISSION DATE / LOCATION

The deadline for receipt of proposals is 10:00 A.M., May 27, 2014 at which time the timely submitted proposals will be publicly opened. The “official” time clock is located at the reception desk area for the Rhode Island Division of Purchases. The proposals must be submitted according to the requirements detailed in this document. Any and all submissions received after such date and time shall not be accepted. Proposals must be delivered to the following address.

State of Rhode Island
Department of Administration
Division of Purchases - Second Floor
One Capitol Hill
Providence, RI 02908

Please note that one (1) original and two (2) copies of **the submission must be received in a sealed envelope that is clearly marked on the outside in the following manner:**

REQUEST FOR PROPOSALS – SPLP 175
SALE OF SURPLUS LAND
BISHOP HILL ROAD, JOHNSTON, RHODE ISLAND
ASSESSOR’S PLAT 45-1 Lot 435

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered.

PROPOSAL CONTENTS

Offerors must include the following information in the submitted proposal: (One Original (Signed In Blue Ink) and Two Copies)

1. Letter of Transmittal

Letters of Transmittal must accompany each proposal signed in blue ink by the offeror or a duly authorized representative.

2. Offer To Purchase

Offerors must submit a completed **OFFER TO PURCHASE FORM** (See **EXHIBIT 1**) signed in blue ink with the Letter of Transmittal.

3. Affidavits (Non-Collusion & Non-Conviction)

4. Disclosure Form (If Corporation/Partnership/Limited Liability Company)

5. Certificate of Authority (If Corporation/Partnership/Limited Liability Company)

Price Offered

The price offered must be for the entire Property as described. No bids for portions or subparts of the Property will be considered.

Proposal Evaluation, Selection and Award Schedule

Proposals will be evaluated by the RIDOA Review Committee. This committee will forward its recommendation to the Director, RI Department of Administration, who will, in turn, recommend a proposal award to the State Properties Committee. No proposal award will be in force or binding without the approval of a Purchase and Sale Contract by the State Properties Committee.

EVALUATION CRITERIA

Price Offered to the State: **100 POINTS**

Offerors shall include an offer price (OFFER TO PURCHASE FORM) to the State for the subject property. The price offered is the sole criteria for evaluation.

Maximum Score (Total Points): **100 POINTS**

EXHIBIT 1

OFFER TO PURCHASE

On this date and in accordance with the terms and conditions set forth in the Request For Proposals - SPLP 175, the offer to purchase that certain parcel of real estate deemed surplus to the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals, at Bishop Hill Road (Tax Assessor's Plat: 45-1 Lot 435) in the Town of Johnston, Rhode Island, is as follows:

Amount: _____ Dollars

(\$_____).

Also, as required by the terms of the offering, bid surety in the amount 5% of the total amount offered, in the form of a cashier's or certified check made payable to "State of Rhode Island – General Treasurer" is enclosed.

This offer is made and surety submitted on behalf of:

Name of Individual, Business, or Corporation: _____

Address: _____

City/Town, State: _____

By a duly authorized agent:

Name (print or type): _____

Signature: _____ Date: / / 2014

Witnessed:

Name (print or type): _____

Signature: _____ Date: / / 2014

EXHIBIT 2

AFFIDAVIT OF NON-COLLUSION (Form 1)

**Sale of Land – Bishop Hill Road
Johnston, Rhode Island
Lot 435 of Tax Assessor’s Plat 45-1**

I, _____ of _____
(Name) (City/Town, State)

being of lawful age, duly sworn, state that I am an Agent authorized by the Proposer to submit the attached Request for Proposals on the Proposer’s behalf. That the proposal filed herewith is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation. That such proposal is genuine and not collusive or a sham; that said Proposer has not, directly or indirectly induced or solicited any other Proposer to put in false or sham proposal, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone else shall refrain from proposing. That said Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any to fix the proposal price of said proposal or to fix any cost element of such proposal price of said Proposer or any other Proposer, or to secure any advantage against anyone interested in the proposal. That there has been no discussion between Proposers and any official of the Rhode Island Department of Administration or the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals or any employees of the Rhode Island Department of Administration or the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals concerning exchange of money or other things of value for special consideration in submitting a sealed proposal. That all statements contained in such proposal are true; that Proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof of the contents thereof, or divulged information or data relative thereto to other parties.

Proposer: _____

Signed and sworn before me this _____ day
of _____, 2014.

By: _____

Name: _____
(typed or printed)

Notary Public
My Commission expires _____

Title: _____

Date: _____

Affix seal

EXHIBIT 3

AFFIDAVIT OF NON-CONVICTION (Form 2)

**Sale of Land – Bishop Hill Road
Johnston, Rhode Island
Lots 435 of Tax Assessor’s Plat 45-1**

I HEREBY AFFIRM THAT:

I am the _____ and the duly authorized representative of
(Title)

(Business, Organization, or Corporation)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I FURTHER AFFIRM THAT: Neither I, nor, to the best of my knowledge, information and belief, the above business as above-described in this proposal, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, have been convicted of, or has had probation before judgment, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Rhode Island State Law or the law of any other state or the Federal government. (Indicate below the reason(s) why affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, sentence or disposition, name(s) of person(s) involved, and their current positions and responsibilities with the business.)

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any current violation of a state or federal antitrust statute;
- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the

Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

- (d) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (e) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Proposer: _____

Signed and sworn before me this _____ day
of _____, 2014.

By: _____

Name: _____
(typed or printed)

Notary Public
My Commission expires _____

Title: _____

Date: _____

Affix seal

EXHIBIT 4



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration

STATE PROPERTIES COMMITTEE
One Capitol Hill
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF CORPORATION

I, _____, Secretary of _____, under oath make affidavit
(state full name of corporation)
and say that the following, the officers and directors of said _____ corporation,
(identify as business, non-business, professional)
having been duly elected and/or appointed to:

President _____

Vice President _____

Treasurer _____

Secretary _____

State of Incorporation _____

Principle Place of Business _____

DIRECTORS

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

STOCKHOLDERS

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

Property under lease to/from the State of Rhode Island covered by this certificate:

Location: _____

State Offices Occupying Property (if any): _____

In witness whereof I have hereunto set my hand and the seal of the said _____,
(hereunto duly authorized) this _____ day of _____ 20__.

By _____, its Secretary.

STATE OF RHODE ISLAND
COUNTY OF _____

Subscribed and sworn to before me at _____ this _____ day of _____ 20__.

**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, _____, certify that I am the
_____ of _____
the corporation described in and which executed the foregoing instrument with the State
of Rhode Island; that the said corporation is organized under the laws of the State of
Rhode Island; that the corporate seal affixed to said instrument is the seal of said
corporation; that _____ who executed said instrument
as _____ of said corporation was then
_____ of said corporation and has been
duly authorized to execute said instrument in behalf of said corporation; that I know the
signature of said _____; and that the signature
affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
said corporation, this _____ day of _____ 2014.

Secretary

EXHIBIT 5



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration

STATE PROPERTIES COMMITTEE
One Capitol Hill
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF PARTNERSHIP

- 1. Name of partnership (if any)
2. Type or character of business
3. Location of Principal Place of Business
4. Name of individuals having legal title to the property under lease to the State of Rhode Island: (complete only when subject partnership is landlord)

Four horizontal lines for listing individuals having legal title to the property.

- 5. Property under lease to / from the State of Rhode Island covered by this certificate:

Location:

State Offices Occupying Property (if any):

- 6. Name and place of residence of each partner, general and limited partners being respectively designated:

Table with 3 columns: NAME, RESIDENCE ADDRESS, TYPE OF ADDRESS. Includes five rows of horizontal lines for data entry.

I hereby under oath make affidavit in my capacity as a partner and state that this certificate of disclosure is complete, true, and correct.

Signature of Partner Filing Certificate Date

STATE OF RHODE ISLAND

COUNTY OF

Subscribed and sworn to before me at this day of 20.

Notary Public

**CERTIFICATE OF AUTHORITY
(PARTNERSHIP)**

I, _____, certify that I am
_____ of _____
the partnership described in and which executed the foregoing instrument with the State
of Rhode Island; that the said partnership is organized under the laws of the State of
Rhode Island; that the partnership seal affixed to said instrument is the seal of said
partnership; that _____ who executed said
instrument as _____ of said partnership
was then _____ of said partnership and
has been duly authorized to execute said instrument in behalf of said partnership; that I
know the signature of said _____; and that the
signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
partnership seal of said partnership, this ____ day of _____ 2014.

Secretary

EXHIBIT 6

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration
State Properties Committee
One Capitol Hill
Providence, RI 02908

CERTIFICATION OF DISCLOSURE OF LIMITED LIABILITY COMPANY

The undersigned hereby certifies to the State Properties Committee under oath that _____, LLC is a limited liability company authorized by the Secretary of State to conduct business in Rhode Island and that the following information is true and accurate:

Business address: _____

Agent for Service: _____
(Name) (Address)

Member(s):

(Name) (Address)

(Name) (Address)

(Name) (Address)

The property under consideration for purchase or lease covered by this certificate is identified as:

IN WITNESS THEREOF, I hereby set my hand this ____ day of _____, 2014.

(Member)

STATE OF RHODE ISLAND
COUNTY OF _____

Signed and sealed before me in the City/Town of _____ on this ____ day of _____, 2013.

NOTARY PUBLIC
My commission expires:

**CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)**

I, _____, certify that I am the
_____ of _____
the limited liability company described in and which executed the foregoing instrument
with the State of Rhode Island; that said limited liability company is organized under the
laws of the State of Rhode Island; that the limited liability company seal affixed to said
instrument is the seal of said limited liability company; that
_____ who executed said instrument as
_____ of said limited liability company was the
_____ of said limited liability company and has
been duly authorized to execute said instrument in behalf of said limited liability
company; that I know the signature of said _____;
and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the limited
liability company seal of said limited liability company, this ____ day of
_____ 2014.

Secretary

EXHIBIT 7

PURCHASE AND SALE CONTRACT

The STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS acting by and through its Department of Behavioral Healthcare, Developmental Disabilities and Hospitals, whose principal address is 14 Harrington Road, Cranston, RI 02920, hereinafter called the "Seller," agrees to sell and _____ whose principal address is _____, hereinafter called the "Buyer," agrees to buy for good and valuable consideration upon terms hereinafter set forth, that certain parcel of land containing approximately **1.18 acres** located at **Bishop Hill Road, Johnston, RI** and further identified in the land evidence records of the Town of Johnston as **Assessor's Plat 45-1 Lot 435**, (the "Property") and as more specifically described in Exhibit A attached hereto and made of part hereof.

1. The Property is to be conveyed "as is" by bargain and sale deed and said deed shall convey all the Seller's right title and interest in and to the aforesaid Property.
2. The purchase price for the Property shall be _____ (the "Purchase Price") of which _____ has been paid by the Buyer to the Seller (the "Deposit") and the balance of which shall be paid to Seller upon the delivery and recording of the deed, hereinafter called the "Closing." The balance of the Purchase Price shall be paid to the Seller by wire transfer or certified check at the Closing.
3. Full possession of the Property is to be delivered at the Closing, the Property to be then: (a) free of tenants and occupants and in the same condition as it is now in, reasonable wear and tear thereof excepted, and (b) in compliance with the provisions of any instrument referred to in the deed cited above. As set forth in Paragraph 6, below, the Buyer shall be entitled to an inspection of the Property prior to the Closing in order to determine whether the condition thereof complies with terms of this clause and to conduct any other inspections necessary.
4. The Closing shall be scheduled for a date and time to be determined by agreement of the Buyer and the Seller, but in no event later than _____, 2014. The deed and any documents evidencing Seller's authority reasonably requested by Buyer are to be prepared by the Buyer/Seller and other necessary instruments are to be prepared by the Buyer and/or Escrow Agent. Buyer and Seller shall execute such additional closing documents as are customary and reasonable. Time is of the essence to this contract.
5. The Buyer shall have sixty (30) days "Review Period" from the Effective Date of this contract to examine title to the Property. If Buyer notifies Seller by the

expiration of the "Review Period" that Buyer is not in its sole discretion, satisfied with Seller's title to the property, or not able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception for any matters recorded after the date of Buyer's title commitment, then Buyer may terminate this purchase and sale contract by written notice to Seller, in which event the deposit shall be returned to Buyer and the purchase and sale contract shall become null, void and of no further force or effect; provided, however, that Buyer shall give Seller timely notice of any title defects and, further, shall give Seller, at Seller's sole discretion, a reasonable opportunity to cure any such title defect.

6. The Seller shall prepare a metes and bounds description of the Property that conforms with Exhibit A which said metes and bounds description shall be appended as an Exhibit to the deed.
7. The Seller agrees to maintain the Property in its current condition until the closing and will prevent and refrain from any use of the Property for any purposes or in any manner which would adversely affect the Buyer's intended use of the Property.
8. The terms and conditions aforesaid shall bind the heirs, successors, personal representatives and assigns of the parties, and this contract represents the final and total integration of the understanding of the parties.
9. In the event that Seller defaults on its obligations hereunder, Buyer shall have the right to all remedies available to equity and law including, but not limited to specific performance and a return of the Deposit. In the event of a default by Buyer, the Seller shall retain the Deposit which shall constitute full and complete liquidated damages and Seller shall have no further remedy at law or in equity for any default by Buyer.
10. Buyer and Seller represent and warrant to each other that they have dealt with no broker in connection with the transaction contemplated by this Contract and each agrees to indemnify the other against any claim, expense, or liability that may arise from a breach of this representation and warranty. This provision shall survive closing.
11. The Property shall be conveyed subject to all restrictions set forth in Exhibit B attached hereto and made a part hereof which shall be appended as an exhibit to the deed.
12. This contract is subject to final State Properties Committee approval and its execution of the deed and associated documents. In the event that the State

Properties Committee does not give its approval to the sale or does not execute the deed, then Seller shall refund the Deposit and the parties shall be relieved of all further obligations or liabilities hereunder.

13. Time is of the essence to the terms and provisions of this contract.
14. Buyer may, with prior written notice to Seller and subject to State Properties Committee approval, assign or otherwise transfer its interest under this contract to any entity directly controlled by Buyer or any entity directly controlled by Buyer and created by Buyer for the purpose of taking title to the Property (a "**Buyer Affiliate**"); provided, however, that no such assignment shall relieve Buyer of its obligations or liabilities under this contract and Buyer shall remain fully liable pursuant to the terms of this contract. For the foregoing purposes "control" shall mean ownership of 51% or more of the ownership interests of the applicable entity. Subject to the foregoing, this contract shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns.
15. This contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.
16. If any term or provision of this contract shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, but the remainder of this contract and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.
17. All notices, requests, demands or other communications required or permitted under this contract shall be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, by facsimile transmission, or by overnight courier (such as Federal Express), addressed as follows:

If to Seller:

Craig S. Stenning
Director
Department of Behavioral Healthcare,
Developmental Disabilities and Hospitals
Barry Hall
14 Harrington Road
Cranston, RI 02920

with a copy to:

Kate Breslin Harden, Esq.
Department of Behavioral Healthcare,
Developmental Disabilities and Hospitals
Barry Hall
14 Harrington Road
Cranston, RI 02920

If to Buyer:

with a copy to:

All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this section. Notices may be given by a party hereto or by its legal counsel.

18. If, prior to Closing, the Property or any part thereof shall be destroyed or materially damaged by fire or other casualty (that is, damage or destruction which Seller reasonably believes could be in excess of \$____,000.00), then Buyer shall have the option (to be exercised within twenty (20) days after Seller notifies Buyer of such event) either to terminate this contract or to consummate the transaction contemplated by this contract notwithstanding such destruction or material damage. Buyer's failure to make such an election within such twenty (20) day period shall be deemed an election to consummate the transaction. If Buyer elects to consummate the transaction contemplated by this contract, Buyer shall be entitled to settle the loss under all policies of insurance applicable to the destruction or damage and receive the proceeds of insurance applicable thereto, and Seller shall at Closing and thereafter, execute and deliver to Buyer all required proofs of loss, assignments of claims and other similar items or insurance

proceeds with respect thereto collected by Seller on or before Closing and in connection with an event of damage or destruction to the Property, credit the Buyer at Closing with the amount of any applicable property insurance deductible.

If, prior to Closing, there is any other damage or destruction (that is, damage or destruction which Seller reasonably believes would cost \$,000.00 or less to repair), then Seller shall either repair such damage prior to Closing or allow Buyer a credit against the Purchase Price in an amount equal to the reasonably estimated cost of repair, in which case Seller shall retain all insurance proceeds applicable to such damage or destruction.

20. The "Effective Date" of this contract shall be the date when it receives approval and signatures of the State Properties Committee.

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, 2014.

SELLER:

**STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION**

Craig S. Stenning
Director

State of Rhode Island
County of Providence

In Providence on this _____ day of _____, 2014, before me personally appeared Craig S. Stenning, to me known and known by me to be the Director of Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

BUYER:

By: _____

In Providence on this _____ day of _____, 2014, before me personally appeared _____, to me known and known by me who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE PROPERTIES COMMITTEE

APPROVED this _____ day of _____, 2014 by the State Properties Committee.

APPROVED AS TO TERMS AND CONDITIONS:

APPROVED AS TO FORM:

By: _____
Chairman

By: _____
Attorney General

APPROVED AS TO SUBSTANCE:

APPROVED:

By: _____
Director of Administration

By: _____
Public Member

EXHIBIT A

EXHIBIT B

Attached hereto and made a part hereof:

The Grantee, for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the parcel of land described in Exhibit A, that:

1. Any public utilities or municipalities having facilities under, over or through the parcel of land herein conveyed as of the date of these presents shall have the right and easement to continue to maintain, operate and renew their facilities within the premises herein described.
2. The Grantee will indemnify, save harmless and defend the Grantor, State of Rhode Island, its departments, agencies and or employees from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the "Rhode Island Hazardous Waste Management Act," R. I. Gen. Laws § 23-19.1-1, *et seq.*; the "Rhode Island Hazardous Substances Act," R.I. Gen. Laws § 23-24-1, *et seq.*; the "Rhode Island Rules and Regulations for Hazardous Waste Management", (2005); the "Oil Pollution Control Act," R.I. Gen. Laws § 46-12.5.1-1, *et seq.*; the "Comprehensive Environmental Response, Compensation and Liability Act", as amended, 42 U.S.C. 9601, *et seq.*; and the "Resource Conservation and Recovery Act," as amended, 42 U.S.C. 6901, *et seq.*, on, beneath, above or under the parcel of land herein conveyed attributable to the Grantee subsequent to the date of this conveyance arising under R.I. Gen. Laws § 23-19.1-1, *et seq.*, as amended or otherwise, and R.I. Gen. Laws § 46-12.5.1-1, *et seq.*, as amended or otherwise.

EXHIBIT 8

