

# **TOWN OF HEATH**

## **REQUEST FOR PROPOSALS**

Lease of Property  
Jacobs Road Municipal Center, individual rooms  
Located at 18 Jacobs Road  
And  
Sawyer Hall, individual rooms  
Located at 1 East Main Street

Issue Date  
June 6, 2025

Priority Due Date  
July 1, 2025, at 1:00 p.m.

Submit To  
Hilma A. Sumner, Town Coordinator/CPO  
18 Jacobs Road  
P.O. Box 35  
Heath, MA 01346  
[bos@townofheath.org](mailto:bos@townofheath.org)

# **Town of Heath**

## **Request for Proposals**

### **Disposal of Surplus Real Property Jacobs Road Municipal Center Rooms Sawyer Hall Rooms**

#### **General Information:**

The Heath Select Board has declared certain rooms in Jacobs Road Municipal Center, at 18 Jacobs Road, and certain rooms in Sawyer Hall, at 1 East Main Street, surplus for the needs of the town. The town wishes to rent these spaces to a qualified entity, or entities, for the purpose of providing a public service to the town.

The successful proposal will be one that offers a service to enhance and encourage the cultural, environmental, sociological, historical, and recreational assets and needs, among others, of the town, subject to the restrictions of zoning, septic, and parking limitations. No residential use is permitted. The town of Heath (hereinafter 'the Town') will retain responsibility for the maintenance and upkeep of the building's exterior, well, wastewater disposal system, landscaping, and snow plowing.

**A minimum rent of \$500/month for each space has been established.** The successful proposal will offer a monthly rent equal to or greater than the minimum.

#### **Description of Property: (See Appendix 1 for floor diagrams)**

- A.** There are three separate rooms located in the Jacobs Road Municipal Center that are available. Electric, heat, and wireless internet are included. Each room is approximately 1,000 square feet with two egresses and a hand sink. There is also on-site parking. Each room has windows along the outside wall looking out to rural scenery. There is no air conditioning although portable units would be permitted.
- B.** Space available in Sawyer Hall includes one large room located on the first floor of the building and a separate room located on the second floor. Electric, heat, and wireless internet are included. The building has a full-service elevator. There is no air conditioning although portable units would be permitted.

#### **Appointments for Viewing:**

**An appointment for viewing the spaces available through this RFP may be made by contacting Hilma Sumner, Town Coordinator, either by phone: (413) 337-4934, ext. 000, or email: [bos@townofheath.org](mailto:bos@townofheath.org).**

### **Limitations on Occupancy:**

The property is being offered for lease by the Heath Select Board, the lessor. The lease will be executed no later than 3 months after selection. The lease may be renewed for successive terms of one year by mutual agreement of the lessor and lessee.

### **Evaluation Criteria:**

#### **Minimum Requirements:**

- 1) Submission of completed “non collusion” form.
- 2) Submission of a comprehensive plan for use of the room, and description of how it serves the public, and the Town.
- 3) Proposal will only use property within restrictions outlined.
- 4) Submission of financial viability documents.
- 5) Submission of narrative documenting programmatic history

Proposals will be evaluated by the Select Board through the Town Coordinator. The Town reserves the right to refuse any and all proposals, to cancel this request for proposals, or take any other action in the best interest of the Town.

### **Comparative Evaluation Criteria**

#### **1. Term of Lease:**

- a. UNACCEPTABLE: Less than one (1) year
- b. ADVANTAGEOUS: One (1) year
- c. HIGHLY ADVANTAGEOUS: Greater than one (1) year

#### **2. Organizational Experience**

The proposer should demonstrate in the proposal the history of the organization in the arts, cultural, educational, philanthropic, technical, fraternal, or religious area, or other related (s) and the related experience of the principals(s) of the organization in those areas.

- a. NOT ADVANTAGEOUS: Less than one (1) year experience in arts, crafts, cultural, educational group or philanthropic, technical, fraternal, or religious, and other related area(s).
- b. ADVANTAGEOUS: Between one (1) and three (3) years’ experience in arts, crafts, cultural, educational group or philanthropic, technical, fraternal, or religious, and other related area(s).

c. HIGHLY ADVANTAGEOUS: Four (4) or more years' experience in arts, crafts, cultural, educational group or philanthropic, technical, fraternal, or religious, and other related areas.

### 3. Proposed Uses(s)

The proposer clearly defines in the proposal the intended use of the leased space.

a. UNACCEPTABLE: Uses not permitted by zoning, or outside of uses named above.

b. ADVANTAGEOUS: Uses that serve the public and the public interest in the Town of Heath.

c. HIGHLY ADVANTAGEOUS: Uses that serve the public and the public interest regionally.

### 4. Financial Capability

Proposer submits references with personal knowledge of the organization's current and probable future financial situation, or financial records showing assets, investments, income, and expenses.

a. NOT ADVANTAGEOUS: One (1) reference with detailed personal or institutional knowledge of the financial situation of the organization, and the current year of financial records.

b. ADVANTAGEOUS: Two (2) references with detailed personal or institutional knowledge of the organization, and two years (current and immediately previous year) of financial records, and responses indicate the proposer has the ability to meet the financial obligations stated in the proposal over the entire period of the intended lease agreement.

c. HIGHLY ADVANTAGEOUS: Three (3) references with detailed personal or institutional knowledge of the organization, and three years (current and two immediately prior years) of financial records, and responses indicate the proposer has the ability to meet the financial obligations stated in the proposal over the entire period of the intended lease agreement.

### 5. Lease Execution

Proposer commitment to executing a lease agreement with the Town for the available space designated in the RFP.

a. UNACCEPTABLE: The proposer commits to executing the lease more than 90 days after award notification.



b. **ADVANTAGEOUS:** The proposer commits to executing the lease within 46-90 days after award notification.

c. **HIGHLY ADVANTAGEOUS:** The proposer commits to executing the lease within 1 to 45 days after the award notification.

**Rules:**

Complete RFP will be available on the town's website at [www.townofheath.org](http://www.townofheath.org) or in the office of the Select Board at 18 Jacobs Road, Heath, MA.

Priority shall be given to sealed proposals which shall be delivered to the office of the Select Board no later than 1:00 pm on June 20, 2025.

Proposals shall be marked **"Surplus Property Lease"** and give the space name on the outside of the sealed envelope.

Proposals may be corrected, modified, or withdrawn by written notice to the Select Board until 1:00 pm on June 20, 2025. Such corrections and modifications shall be in sealed envelopes clearly marked **"Changes to Surplus Property Lease."**

The successful proposer shall complete the Disclosure of Beneficial Interests as required by MGL c.7C, s. 38. Form attached.

The successful proposer shall enter into a lease with the Town of Heath including but not limited to the following terms:

1. Name the parties to the lease and the parties responsible to receive any notices under the lease.
2. Incorporate by reference the proposal chosen, including a detailed description of the leased property.
3. Specify the duration of the lease, including any renewal, extension, or other options. If the lease includes a renewal option, it must specify how the rent will be determined for the renewal period.
4. Identify the payment terms, including when payments are due.
5. Spell out all the responsibilities and obligations of the parties for leasehold improvements, repairs, maintenance, cleaning, utilities, rubbish disposal, snow removal, liability, and casualty insurance etc.
6. Specify what constitutes cause to terminate the lease, what notice must be provided prior to termination, and what opportunity must be granted to correct any problem.
7. Prohibit any activity that would violate the conflict-of-interest law (MGL c. 268A)
8. Specify that the lease constitutes the entire agreement and that there are no agreements other than those incorporated therein; and
9. Require a certification of tax compliance by the lessee (MGL c. 62C s. 49A)

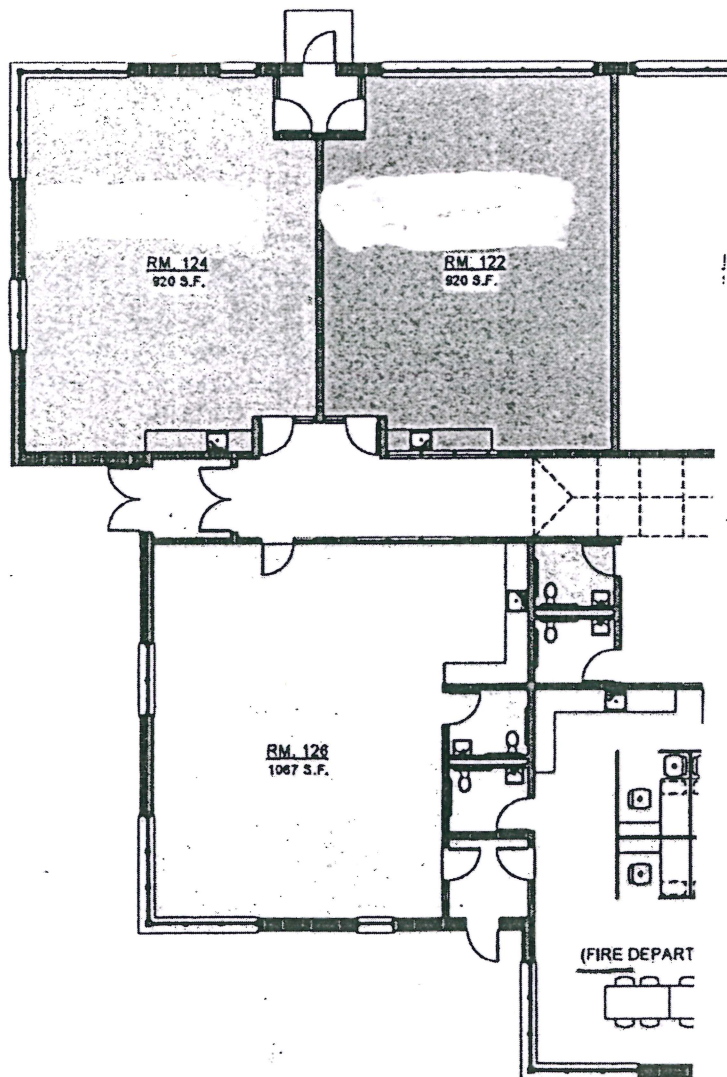
Appendix 1  
Location Floor Plans

**Jacobs Road Municipal Center**

**Room 122:** 920 S.F., Sink and cabinets, windows to corridor and outside, facing west. Doors to Room 124 can remain locked.

**Room 124:** 920 S.F., Sink and cabinets, windows to corridor and outside facing west and south. Doors to Room 122 can remain locked.

**Room 126:** 1067 S.F., This was a preschool classroom. Sink and cabinets at reduced height. Bathroom with full-size fixtures. Windows to corridor and outside facing south and east.

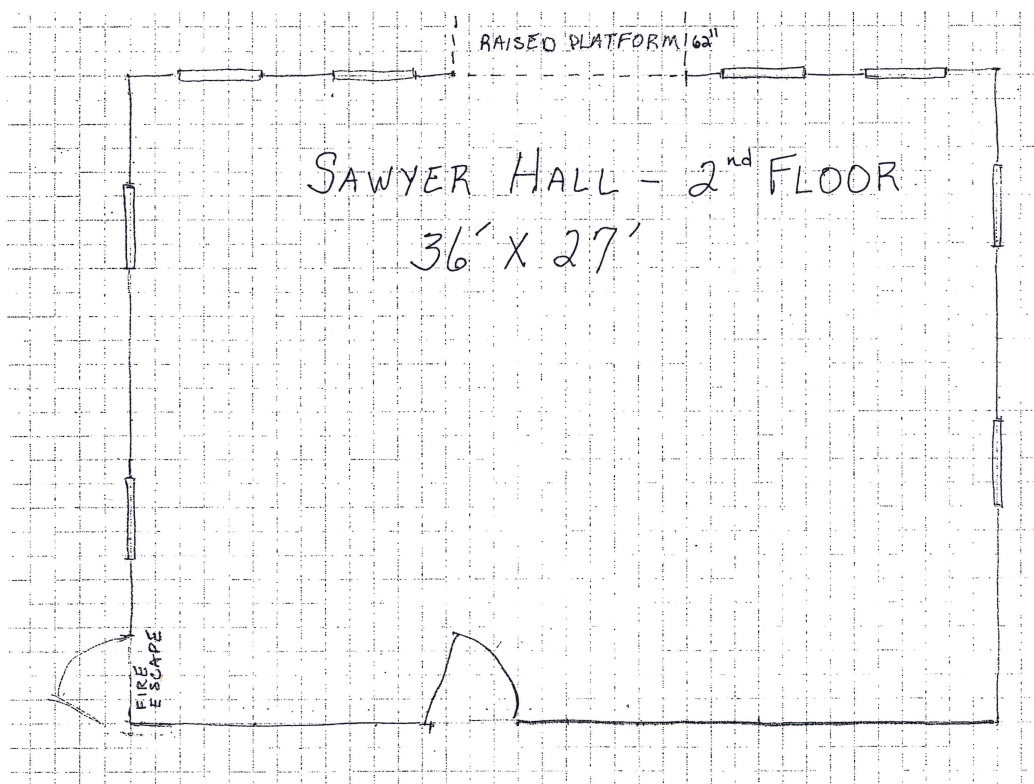
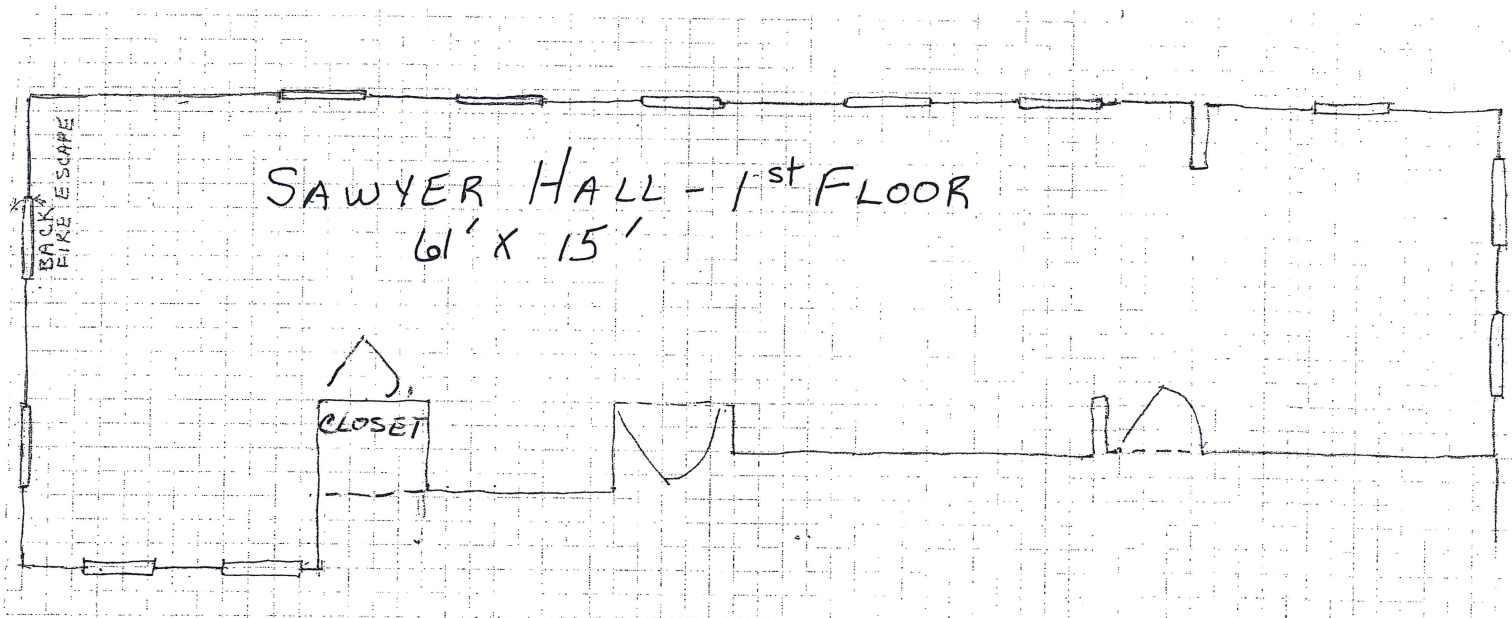


Appendix 1  
Location Floor Plans

**Sawyer Hall**

**SH First Floor:** 915 S.F. Room runs the length of the building: north to south and along the east side with windows on every side of the room. Closet in room. This was formerly a library, and some shelving remains along the walls. Carpet flooring. Public bathrooms.

**SH Second Floor:** 972 S.F. Hardwood flooring with windows on east, west and south sides. Has 113' X 62' raised platform not included in the S.F. Full-service elevator with first floor public bathrooms.





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

**INSTRUCTION SHEET**

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

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

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

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

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

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

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

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

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

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

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

This completed and signed Disclosure Statement should be emailed to [realestate.dcammm@mass.gov](mailto:realestate.dcammm@mass.gov) or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108



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

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

(1) REAL PROPERTY:

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

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

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

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

\_\_\_\_ Lessor/Landlord

\_\_\_\_ Lessee/Tenant

\_\_\_\_ Seller/Grantor

\_\_\_\_ Buyer/Grantee

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

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

NAME

RESIDENCE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

☐

NONE

NAME:

POSITION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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