

Town of West Tisbury

Request for Proposals

Disposal of Surplus Real Property

Mill Pond Building

General Information:

The West Tisbury Board of Selectmen has declared the building on Lot 96 of Assessor's Map 32, formerly the West Tisbury Police Station, located on the north side of the West Tisbury-Edgartown Road adjacent to the Mill Pond, surplus for the needs of the town. The town wishes to rent this building to a qualified entity for the purpose of providing a public service to both the town and the Island.

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 both the town and the Island, subject to the restrictions of zoning, septic and parking limitations. No residential use is permitted. The property is in West Tisbury's Historic District, and is subject to its rules and regulations. The town of West Tisbury (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, plus utilities has been established. The successful proposal will offer a monthly rent equal-to or greater-than the minimum.

Description of Property:

The building's occupiable space is approximately 1000-square-feet, with storage available in an attic. The lot size is approximately .32 acres, with on-site parking for three vehicles. The property to the west is a town park on the banks of the Mill Pond, and is not included in this RFP. The properties to the east and north are privately owned.

The building has one finished floor, with two entrances, one of which is handicap accessible, and numerous windows facing in all four directions. There is one handicapped accessible toilet facility with sink. There is no kitchen, nor is one permitted. The building is heated by a propane furnace, and has window air conditioning units. Existing internal wiring permits connection of communication and computer equipment.

Limitations on Occupancy:

The town is in possession of an easement with the owners of Lot 10, Map 31, current owners Peter and Beatrice Nessen, which is the property to the north of Lot 96, Map 32.

Said easement provides access to the septic leaching field on the Nessen property for wastewater generated by the Mill Pond building subject to these limitations:

- 1) That the Mill Pond Building will not generate a yearly average of more than 45-gallons/day of wastewater as determined by metering.
- 2) That staffing occupancy of the Mill Pond Building may not exceed a yearly average of 4 persons daily.
- 3) The property is being offered for lease by the West Tisbury Board of Selectmen, the lessor. The lease will be executed no later than 3 months after selection. The lease may be renewed for successive terms of three years 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 building, and description of how it serves the public, the Town and Island.
- 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 Board of Selectmen through the Town Administrator. 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 of interest of the Town.

Comparative Evaluation Criteria

1. Term of Lease:

- a. UNACCEPTABLE: Less than three (3) years
- b. ADVANTAGEOUS: Three (3) years
- c. HIGHLY ADVANTAGEOUS: Greater than three (3) years

2. Organizational Experience

Proposer should demonstrate in the proposal the history of the organization in the arts, cultural, educational, philanthropic, 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 three (3) years experience in arts, crafts, cultural, educational group or philanthropic, fraternal or religious, and other related area(s).

b. ADVANTAGEOUS: Between three (3) and seven (7) years experience in arts, crafts, cultural, educational group or philanthropic, fraternal or religious, and other related area(s).

c. HIGHLY ADVANTAGEOUS: Eight (8) or more years experience in arts, crafts, cultural, educational group or philanthropic, fraternal or religious, and other related area(s).

3. Proposed Uses(s)

Proposer clearly defines in the proposal the intended use of the leased space.

a. UNACCEPTABLE: Uses not permitted by zoning, or uses that require more than an average of 4 persons occupying the building during normal business hours.

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

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 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 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 at Mill Pond Building.

- a. UNACCEPTABLE: The proposer commits to executing the lease more than 90 days after December 11, 2014.
- b. ADVANTAGEOUS: The proposer commits to executing the lease within 46-90 days after December 11, 2014.
- c. HIGHLY ADVANTAGEOUS: The proposer commits to executing the lease within 1 to 45 days after December 11, 2014.

Rules:

Complete RFP will be available November 6, 2014 on the town's website at www.westtisbury-ma.gov or in the office of the Board of Selectmen at 1059 State Rd, West Tisbury.

Four sealed proposals shall be delivered to the office of the Board of Selectmen no later than 2:00 pm on December 1 2014.

Proposals shall be marked "**Mill Pond Building**" on the outside of the sealed envelope.

Proposals may be corrected, modified or withdrawn by written notice to the Board of Selectmen until 2:00 pm on November 26, 2014. Such corrections and modifications shall be in sealed envelopes clearly marked "**Changes to Mill Pond Building**".

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 West Tisbury including but not limited to the following terms:

1. Name the parties to the lease and the responsible parties 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 will include 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 of 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)

**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): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

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 the correct person. 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.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

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

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M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

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

- (1) REAL PROPERTY:

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

- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

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

Lessor/Landlord Lessee/Tenant
 Seller/Grantor Buyer/Grantee
 Other (Please describe): _____

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

<u>NAME</u>	<u>RESIDENCE</u>
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- (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

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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