

*RFP: 1 Summer Street  
Maynard, MA*

# REQUEST FOR PROPOSALS (RFP)

for the Purchase and Development of:  
the former Maynard Fire Station  
1 Summer Street, Maynard, MA 01754  
Property owned by the Town of Maynard, MA



**Proposals due May 28, 2024, at 12:00 PM**

## I. Introduction

The Town of Maynard, Massachusetts, in accordance with M.G.L. Ch. 30B, acting through its Select Board, is requesting sealed proposals for the acquisition and development of the town's former fire station, located at 1 Summer Street ("The Property") along the gateway to the vibrant Maynard downtown. Built in 1955, the 9,986 square foot brick building sits on a lot of .376 acre (approximately 16,000 square feet).

A walkable and welcoming municipality of nearly 11,000, Maynard engages locals, attracts visitors, and is one of MetroWest's fastest growing communities.

The site is in the Maynard Cultural District, a thriving cultural, business, and lifestyle destination, just steps from retail, arts, cultural events, entertainment, a stellar variety of dining options, and recreational opportunities, including the Assabet Valley Rail Trail.

This RFP is issued to identify and select the proposal most advantageous overall to the Town. A selection team appointed by the Maynard Town Administrator will evaluate proposals based on criteria including, but not limited to, the property development plan, consistency with the Town's [Master Plan](#) goals and [Community Development Principles](#), and potential financial benefits for the Town, among others.

The manner in which this property is developed shall be consistent with the Town's [Master Plan](#), [Community Development Principles](#), and Zoning By-laws. Links to these three documents are listed in [Appendix A](#).



The remainder of this RFP contains the RFP process and schedule, detailed descriptions of the building and surrounding property, sale and development goals, and proposal evaluation criteria; it also includes additional information relevant to prospective proposers.

## II. Proposal Process and Schedule

### RFP Schedule

RFP Public Release and Publication of Advertisement in the Central Register	April 24, 2024
Scheduled Tours of 1 Summer Street	May 1 – May 15, 2024 Contact Steve Silverstein ( <a href="mailto:ssilverstein@townofmaynard.net">ssilverstein@townofmaynard.net</a> ) to schedule a tour
Deadline for submitting written questions about the RFP	May 15, 2024, at 4:00 PM
Deadline for proposal submission	May 28, 2024, at 12:00 PM
Opening and preliminary review of proposals at Maynard Town Hall	May 28, 2024, at 12:30 PM
Completion of evaluation/scoring of proposals*	June 4, 2024, at 4:00 PM
Select winning proposal and public announcement of proposal selection*	June 4, 2024
Purchase and Sale Agreement completed*	July 8, 2024
Closing of sale*	September 6, 2024 Subject to change depending on selected proposal's closing deliverables.

\*Asterisk denotes estimated dates.

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### Additional Proposal Process & Schedule Information

Advertisements noting the availability of the RFP will be placed in the Commonwealth of Massachusetts Central Register and the MetroWest Daily News.

### Accessing the Property Development RFP Packet

There are two ways that prospective proposers can access the RFP packet.

#### Download the digital packet

- 1) Go to the [Town of Maynard municipal website](#);
- 2) Click “[Opening a Business in Maynard](#)”;
- 3) Click “[Bid Opportunities](#)”;
- 4) Please note that registration is required prior to viewing the documents.

## Obtain a copy from the Town Administrator's Office

Prospective proposers can pick up a physical copy at Maynard Town Hall, 195 Main Street, Maynard, MA 01754. The paper RFP packet may be obtained during Town Hall business hours: between 8:00 a.m. and 4:00 p.m. on Mondays, Wednesdays, and Thursdays; between 8:00 a.m. and 7:00 p.m. on Tuesdays; and between 8:00 a.m. and 12:00 p.m. on Fridays.

Again, please note that registration is required prior to receiving the documents. The Town will collect contact information from those who obtain the RFP so that they may be contacted and provided with information regarding any questions, changes, modifications, etc. prior to the submission date.

## Questions Concerning this RFP

Questions concerning this RFP must be submitted in writing to Gregory Johnson, Town Administrator, Maynard Town Hall, 195 Main Street, Maynard, MA 01754. Questions may be delivered or mailed to this address, clearly addressed to Gregory Johnson, with Steve Silverstein in copy. ***All questions must be received by May 15, 2024, at 4:00 PM.*** Written responses will then be emailed to all proposers on record as having picked up or downloaded the RFP.

## Proposal Submission Deadline

Sealed proposals are due ***in writing, along with a digital/electronic copy saved on a USB (thumb) drive,*** at the Office of the Town Administrator, Maynard Town Hall, 195 Main Street, Maynard, Massachusetts 01754 ***on May 28, 2024, at 12:00 PM.*** **Faxed or emailed submissions will not be accepted.** Submission Requirements are set forth in Section VIII; the Selection Process is described in Section IX.

All costs and expenses of purchasing and developing the Property, including, without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

The Property will be sold in "AS IS" condition. Each proposer shall undertake their own review and analysis (due diligence) concerning the physical and environmental condition of the Property, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Property and the use of the Property. [The 2015 Dore & Whittier Architects, Inc. report](#) provides details regarding the condition of the building.

Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting the required number of copies of such correction, modification, withdrawal, or a new submission, clearly marked on the outside envelope with the appropriate heading, by the submission deadline listed above.

No proposer may withdraw their proposal for a period of one hundred fifty (150) days after the due date for submission of the proposals to the Town.

The Town reserves the right to conduct a standard criminal and business background check of each proposer which may include but is not limited to: contacting contractual business associates and practices, researching employment histories, conducting background checks with former colleagues or customers,

and verifying a proposer's financial wherewithal to complete the proposed project and maintain the Property over the long-term. By submitting qualifications to the Town of Maynard, the developer consents to such an inquiry and agrees to make available to the Town financial books, records, and references as the Town deems necessary to conduct said inquiry.

The Town may, at its option, interview developers as part of this selection process, however, selection may take place without such interviews. Therefore, proposals should be considered complete from the time of their initial submission.

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is deemed in the Town's best interest to do so.

The successful proposer must enter into a Purchase and Sale Agreement, including but not limited to the terms attached and included in this RFP, within 30 days of being selected as the winning proposal. The Town reserves the right to change the dates in this schedule.

## **Rule For Award**

The Rule for Award is that the Town will select the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this solicitation.

## III. The Property

### Property Details

#### General Site Description

The former Maynard Fire Station is located at 1 Summer Street, Maynard MA 01754. The site consists of the existing main building, parking areas, landscaped bed, and garden. The site is bound by Summer Street to the south and southeast, Acton Street to the east, and two-family residential dwellings to the north and northeast. The site contains a driveway on the south side of the site which acts as a thru way from Acton Street to Summer Street. Access is provided to the northwest and southwest parking lots from two driveway entrances on Summer Street.



The fire station has three (3) doors for emergency vehicles on the west side of the building. Access to these garage doors is provided by a three-lane driveway entrance on Summer Street. The fire station garage also has one emergency vehicle entrance on the northeast side of the building. Access to this garage door is provided by a one lane driveway entrance on Acton Street.



The site contains three (3) parking areas, located in the northwest corner, the southwest corner, and northeast corner of the site. Access is provided to the northwest and southwest parking areas from two (2) driveway entrances on Summer Street. Access is provided to the northeast parking area from one driveway entrance on Acton Street. The site contains a small garden on the north corner of the site.

#### Property Card

<b>Parcel ID</b>	015.0-0000-0067.0
<b>Land Area</b>	0.367 acres
<b>Total Value</b>	\$1,306,600
<b>Land Value</b>	\$260,300
<b>Building Value</b>	\$1,046,300
<b>Existing Structure and Use</b>	The Property includes one 9,986 sq. foot brick building built in 1955
<b>Utilities</b>	The Property has public water, public sewer, access to electricity and is heated by oil

<b>Historic Information</b>	The Property is not a designated historic property but the <u>water trough</u> inscribed “GIFT OF L.M. – 1891” in front of the building is historic and will need to be treated as such. This item could exist on the parcel, or an arrangement could be made with the Maynard Historical Society for a new placement.
<b>Unique attributes</b>	The Property includes three jail cells, a former indoor shooting range, and a tower for drying hoses.

## Building Condition

### 2015 Existing Conditions Analysis

<https://maynardfd.com/wp-content/uploads/sites/97/2019/04/2015-10-16-Draft-Fire-Department-Existing-Conditions-Analysis.pdf>

## Floor Plans

<https://maynardtownadmin.org/wp-content/uploads/sites/20/2022/12/1-Summer-Street-Floor-Plans.pdf>

## Zoning Information

The Property is zoned “Business” and is in the Downtown Overlay District (DOD). A developer could choose to develop under either the Business or DOD zoning regulatory framework.

<https://www.townofmaynard-ma.gov/wp-content/uploads/2022/04/maynard-zoning-bylaws-20211016.pdf?v=3>

## Location

Maynard is a friendly, vibrant, and affordable town that is attracting developers and new residents alike. Five key factors that are driving this strong home ownership and rental market are detailed below:

- **Walkability.** Maynard is a charming, easily walkable town. Ask families or retirees why they have moved here, and walkability invariably is one of the top answers. For more information on all Maynard has to offer consult [www.discovermaynard.com](http://www.discovermaynard.com).
- **Culture.** Arts and culture take the stage in Maynard. Maynard’s downtown includes art galleries, performance venues, and a movie theater steps away from The Property. The Property is in Maynard’s Cultural District, a state designation which indicates numerous creative outlets and cultural assets, along with a distinctive historical character. Goals for the Cultural District include strategic placemaking by strengthening existing assets, establishing new assets, and enhancing connections between key destinations that will bolster the cultural offerings of the DOD. Further

information on Cultural Districts can be found at <https://massculturalcouncil.org/communities/cultural-districts/>.

- **Nature.** A quarter of Maynard's land is part of the Assabet River National Wildlife Refuge (ARNWR). The northern section of the refuge has more than 1,700 acres and 11 miles of trails for hiking, jogging, or cross-country skiing. The Assabet River Rail Trail (ARRT) is located steps away from the ARNWR and has 8.6 connected miles of multi-use pathways (3.4 miles of which are in Maynard) for all to enjoy, including a connection to a kayak launch (pictured at right).
- **Convenient Commuting Location.** For Boston commuters the MBTA South Acton Commuter Rail Station, on the Fitchburg rail line to Boston, is only two miles north of Maynard and is accessible by bicycle via the Assabet River Rail Trail and a downtown Maynard shuttle, as well as by car. Route 2 is a ten-minute drive from Maynard, and provides access to Cambridge, as well as to the Alewife T station, for broader access to the Greater Boston metropolis. Interstates 495 and 95 are both a short 15-minute drive from Maynard, providing easy access to locations north and south of Boston, and to the MetroWest economic hubs of Worcester and Lowell.
- **Affordability.** Maynard offers an affordable lifestyle, especially when compared to surrounding towns. For that reason, many single income families or retirees who have downsized have chosen to call Maynard home. Similarly, many young career professionals, who have been priced out of the housing markets in Arlington, Cambridge, and Boston, have discovered Maynard. Despite several new residential developments in the pipeline, the amount of housing available in Maynard still cannot keep up with demand. This trend has continued to fuel a Maynard housing boom, in terms of both home ownership and rentals.



## IV. Incentives for Developers

The Town of Maynard is pleased to offer the following potential financial assistance options to developers. Proposers who are interested in partnering with the Town of Maynard on one or more of the incentives listed below must indicate so in their proposal and must get in contact with Gregory Johnson, Town Administrator ([gjohnson@townofmaynard.net](mailto:gjohnson@townofmaynard.net)), placing Steve Silverstein in copy ([ssilverstein@townofmaynard.net](mailto:ssilverstein@townofmaynard.net)). In both the proposal and the email correspondence, please be specific as to which incentives are of interest.

- A. The Maynard Affordable Housing Trust (AHT) provides support for the creation and preservation of affordable housing serving low and moderate-income households. Support from the AHT may include subsidies to for-profit and not-for-profit affordable housing developers. For Affordable Housing Trust-related questions, please email the AHT chair, Rick Lefferts ([ahtchair@townofmaynard.net](mailto:ahtchair@townofmaynard.net)).
- B. The Town of Maynard Community Preservation Committee may assist with funds to assist in the reuse of the former fire station. For information on the Community Preservation Committee's application process for Community Preservation Act funding, including guidelines and application forms, please refer to <https://www.townofmaynard-ma.gov/DocumentCenter/View/353/Application-Process-Guidelines-and-Forms-PDF>.
- C. Numerous state resources may be available for projects meeting specific criteria in the provision of affordable housing, as well as of market rate units; they include, among others, MassDevelopment, MassHousing, Mass Community One Stop for Growth programs, etc. While developers will be required to prepare and administer any grants, the Town is willing to cooperate where possible and provide materials required to assist in securing any resources.

## **V. Redevelopment Options**

### **Redevelopment of the Existing Building**

The following tables are meant to provide examples of the types of uses that may be possible on the Property. However, verification of the present zoning and determination of the permitted uses thereunder shall be the sole responsibility of the Proposer; the Town makes no representation thereto. It shall be the responsibility of the Proposer to verify applicable zoning, use, and building code requirements prior to submission of its bid.

#### **Commercial Options**

<b>Zoning</b>	<b>What is allowed</b>	<b>Required Approval(s)</b>
Business	All commercial uses allowed in the business district	Finding by the ZBA – proposed use is no more detrimental than the previous use.

#### **Housing Options**

<b>Zoning</b>	<b>What is allowed</b>	<b>Required Approval(s)</b>
Business	One or Two-family residential	Finding by the ZBA – proposed use is no more detrimental than the previous use.
Business	Three (3) residential units	1. Planning Board Special Permit/Site Plan 2. Finding by the ZBA – proposed use is no more detrimental than the previous use.

#### **Mixed Use Options**

<b>Zoning</b>	<b>What is allowed</b>	<b>Required Approval(s)</b>
DOD*	Mixed use, up to six (6) housing units**	Allowed by right – would need site plan approval from the Planning Board. Six units would require one affordable unit.
DOD	Mixed use, up to 10 housing units**	Allowed by Special Permit/Site Plan from the Planning Board. Ten units would require one affordable unit.
DOD	Mixed use; density bonus for additional units	Section 9.4.5 of the Zoning By-laws permits a Reduced Area Requirement that can lead to additional “bonus” units, provided that the developer executes a Development Agreement with the Town’s Select Board and Planning Board.  <i>However, it is anticipated that site limitations would restrict use of this strategy.</i>

\*Downtown Overlay District (DOD)

\*\*Projects with six or more residential units are subject to the Inclusionary Zoning By-law (Section 7.10 of the Zoning By laws) requiring dedication of affordable units.

## **Removal of the 1 Summer Street Building – New Construction**

Revisions to Maynard's zoning by-laws, specifically the creation of the Downtown Overlay District (DOD), permit additional development that is subject to fewer restrictions than those governing the original building. Demolition of the building and new construction, which could now qualify for zoning under the DOD—as opposed to the Business District (the former firehouse's previous zone)—allow for less restrictive dimensional requirements, including the greatest amount of building coverage on the lot.

The Town of Maynard is open to creative development concepts that are consistent with either Business or DOD zoning.

A link to the Town of Maynard's Protective Zoning By-laws appears [here](#) and in **Appendix A**; allowed uses appear in Table A of Section 3.1.2 of the Zoning By-laws.

## VI. Goals of the 1 Summer Street Sale and Development

The sale and development of the Property shall accomplish the following goals:

**1. Improve pedestrian accessibility and environmental sustainability in and around the Property.**

A key goal of the DOD is to encourage quality mixed-use development downtown that allows for a pedestrian-friendly environment. Proposals recognizing and capitalizing on the walkability of the location will be viewed favorably. Additionally, the town believes a level of improvement may be necessary to create safe and convenient ingress and egress to the site. This offers an additional opportunity to create pedestrian amenities.

Maynard's [Community Development Principles](#) strongly emphasize environmental sustainability as essential to future growth. As an energy leader in Massachusetts, evidenced through its "Green Community" label, the Town seeks to advance energy conservation, energy efficiency, renewable energy generation, and sustainability planning whenever possible. Similarly, thoughtful integration of green design elements, be they in rooftop or ground level gardens or in stormwater management, are given priority.

**2. Provide financial benefits to the Town via a combination of initial sale price and annual real estate tax revenue or payments in lieu of taxes (PILOT).**

Maynard prioritizes quality development downtown. Proposals with a sustainable value that both remain viable and encourage further investment downtown are of paramount importance to the proposal.

**3. Expand the diversity of offerings in Maynard's downtown while taking advantage of this unique development opportunity.**

A high value will be placed on projects utilizing development opportunities that are unique to this area. The Town is open to creative ideas for how a development could make life better in Maynard, while demonstrating consistency with Maynard's [Master Plan](#) and [Community Development Principles](#), as well as adding to the Cultural District designation.

## **VII. Evaluation Criteria**

**Minimum Evaluation Criteria:** All responsive proposals must meet the following minimum threshold criteria: Complete conformance to submission requirements set forth in Section VIII, “Submission Requirements.”

**Comparative Evaluation Criteria:** Proposals meeting the minimum threshold criteria will also be ranked on the following eight (8) comparative evaluation criteria (see **Appendix B** for the full Evaluation Criteria Rating Scale):

1. Successful and timely completion of projects of similar size and scope, as confirmed by references
2. Evidence of financial viability necessary to purchase the Property and complete construction
3. Provision of a site development timeline that envisions project completion in an expedited manner
4. Proposed purchase price\* (see box below)
5. Extent to which proposal provides financial benefits to the Town via annual real estate tax revenue or payments in lieu of taxes (PILOT)
6. Degree to which the site design proposal enhances accessibility at the intersection of Summer Street and Acton Street
7. Degree to which site design reinforces the town’s commitment to environmental sustainability
8. Compatibility with downtown Maynard’s “Cultural District” established pursuant to M.G.L. Chapter 10, Section 58A

**\*Proposed Purchase Price:** The Proposal must clearly state in **Appendix C**—in written word and numerical form—the amount of the proposed purchase price.

The Town of Maynard has established a minimum sale price of **\$265,000.00**.

The Town of Maynard reserves the right to reject any and all proposals that are less than the value established for the property by the Town of Maynard.

At the Town of Maynard’s discretion, in cases where the evaluation committee determines that more than one proposal is “Highly Advantageous” or “Advantageous,” the proposed purchase price may be the deciding factor.

## VIII. Submission Requirements

Parties interested in responding to this RFP are invited to submit a proposal in accordance with the following terms and conditions. With the submission of a response to this RFP, the proposer acknowledges that they have read and understand the requirements and conditions herein.

Each proposer shall submit five (5) paper copies of the proposal (one of which shall be the original), and a digital/electronic copy saved on a USB (thumb) drive, complete with all supporting materials, to the Office of the Town Administrator, Maynard Town Hall, 195 Main Street, Maynard, MA 01754, **no later than May 28, 2024, at 12:00 PM**. The sealed proposal shall be marked "Town of Maynard Disposition of 1 Summer Street."

Responses to the RFP must include all required documents, completed, and signed per the instructions and attached forms included in this RFP package. Emailed and faxed proposals will **not** be accepted, will be deemed non-responsive, and will not be evaluated. No proposals submitted after the above-referenced deadline will be accepted.

All proposals **must** include the following materials:

1. **Cover Letter.** A letter signed by the proposer, or, if the proposer is an entity, a principal(s) of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and name of the purchaser of the Property (if other than proposer), and the name, address and contact information of all interested parties.
2. **Price Proposal.** Proposers must insert the price offered for the Property by filling in the blank spaces in the Price Proposal Form attached hereto in both words and figures (form attached in **Appendix C**).
  - a. **The Town of Maynard has established a minimum sale price of \$265,000 and the Town reserves the right to reject any or all Proposals not meeting the minimum sale price.**
3. **Development Plan; Closing Date.** Each proposer must submit a narrative on the proposer's proposed use of the Property in consideration of: i) Section VI, Goals of the 1 Summer St Sale and Development, ii) the Town's [Master Plan](#), iii) the [Community Development Principles](#),, and iv) the [Housing Production Plan](#), if applicable. If the proposal includes alterations to the existing building, or demolition and new construction on the site, both a narrative and exterior elevation drawings must be included.
  - a. Proposers must also identify a proposed closing date and reasonable timetable for the submittal of applications for all approvals, anticipated timeframe for approvals the Town may require as a condition for closing, securing financial commitment, and transfer of the deed for the site. The proposer must also identify any issues or conditions that would affect the proposer from being able to close within a timely manner.
4. **Site Plan.** Proposers must include a conceptual site plan which identifies landscaping and any material changes to the layout of the building, driveways, or other aspects of the Property.

5. ***Proposal Security.*** Proposal security in the form of a certified check or cashier's check payable to the "Town of Maynard" in the amount of Five Thousand Dollars (\$5,000) must accompany the proposal package. The proposal security from parties not selected as the winning proposal will be returned within a reasonable time after the date of the award. Proposal packages which fail to include security, or those of responding parties who fail to provide the security by the submission deadline, will be rejected as non-responsive. In the event that the successful proposer and the Town fail to enter into a Purchase and Sale Agreement within thirty (30) days of the date of the award, or an alternative date if agreed to by both parties, the Town shall retain the proposal security. Otherwise, the proposal security shall be credited towards the purchase price.
6. ***References and Property Photos/Addresses.*** Each proposer shall include the names, telephone numbers and email addresses of three to six (3 to 6) references. Please state the relationship with each reference. These references should be a combination of current or former business partners/colleagues, a former employer, or owners of residences that their company has previously built and sold.
  - a. Photos and the address of at least one previous development constructed or renovated by the proposer is required, though more are strongly recommended.
  - b. By submitting qualifications to the Town of Maynard, the developer consents to such an inquiry and agrees to make available to the Town financial books, records, and references as the Town deems necessary to conduct the inquiry.
7. ***Forms 1 through 4.*** Proposers are required to fill out and sign Forms 1 through 4 attached hereto in Appendices D, E, F, and G:
  - a. Form 1, Certificate of Non-Collusion: required under M.G.L. c.30B, §10, in which the proposer states that the proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal; signed and dated by the proposer.
  - b. Form 2, Certificate of Tax Compliance: required under M.G.L. c.62C, §49A, in which the proposer certifies that he or she has complied with all laws of the Commonwealth of Massachusetts relating to taxes.
  - c. Form 3, Certificate of Authority: in which the proposer, if an entity, identifies the names and addresses of the managers, directors, officers, and/or other parties authorized to act on behalf of the entity.
  - d. Form 4, Real Property Disclosure Statement: required under M.G.L. c.7C, §38, in which the proposer identifies the parties having an interest in the Property and whether any such party is a state or local employee.
8. ***Financing Information and, if applicable, Loan Commitment.*** Each proposer must provide evidence of the proposer's ability to meet the financial obligations of the proposed acquisition and development of the Property, not contingent upon the sale of another property. Financial statements and background information must be attached to the proposal. If a proposer intends to purchase and renovate the Property with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in their proposal package, a pre-approval letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment,

subject to prevailing terms and conditions. The proposer must deliver a firm letter of commitment to the Town within thirty (30) days from the date the parties enter into a Purchase and Sale Agreement.

9. **Other.** The proposer should include in this section any additional information which they believe the Town should be made aware of to fully evaluate the proposal, including any special conditions to the proposal. If a proposal is missing any of the required materials, or the required materials are combined, the Town reserves the right to evaluate the proposal if, in the sole discretion of the Town, the overall proposal remains responsive to the evaluation criteria and required material. For example, a proposal will not necessarily be discarded if the Site Plan and Development Plan are submitted as one document, assuming that all the other required information is still included.

## **Additional Instructions**

If any changes are made to this RFP an addendum will be issued. Each addendum will be emailed to all persons on record as having requested the RFP. Failure of any proposer to receive such addenda or interpretation shall not relieve the proposer from the obligation to comply with the terms of such addenda. All addenda so issued shall become part of this RFP.

At the time of the opening of proposals each proposer will be presumed to have inspected the Property and to have read and become thoroughly familiar with the RFP (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation to comply with the RFP.

Proposers are cautioned that it is the responsibility of each individual proposer to assure that their proposal is in the possession of the responsible official or a designated alternate prior to the stated deadline. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. Late responses will not be accepted, nor will additional time be granted to individual respondents unless the Town extends the required submittal date for all proposers.

All signatures must be handwritten and in ink by the person(s) seeking to purchase the Property. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, contain additions not called for in the specifications, or have erasures, alterations, or irregularities may be rejected.

All proposals become the property of the Town. All proposals are deemed to be public records, excluding financial supporting documentation, within the meaning of Massachusetts General Laws Chapter 4, Section 7(26).

The Town will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP, or in the participation in views, interviews, negotiations, or any other aspect of this RFP process.

Failure to meet the submittal requirements may be sufficient cause to reject a proposal. Proposers are solely responsible for reviewing all the provisions of this RFP and any attachments prior to submitting the proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP, may be rejected.

## IX. Selection Process

All proposals submitted by the proposal filing deadline set forth in Section II, Proposal Process and Schedule and Section VIII, Submission Requirements will be opened in public on **May 28, 2024, at 12:00 PM** and recorded. All information contained in the proposals is public, excluding supporting financial documentation.

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of their proposal. The Town of Maynard reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Town may request additional information on one or more respondents relative to a proposal or qualifications.

Requests shall be in writing with the expectation of a written response within a specified time.

Following the receipt of additional information requested of the proposers by the Town, if any, proposals will be evaluated and rated by the Town according to the comparative evaluation criteria set forth in this RFP. The designated committee shall report its findings to the Select Board, which is the awarding authority. The Town, through its Select Board, will select the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this solicitation.

The proposer selected by the Town will be given exclusive rights to negotiate with the Town the terms of the purchase and development of the Property. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, in its reasonable discretion, then the Town may choose to terminate said negotiations. The Town may select another proposer with whom to initiate negotiations.

The selected proposer and the Town shall enter into the Purchase and Sale Agreement including but not limited to the terms attached and included in this RFP within thirty (30) days of the award of this RFP, unless an alternative date has been agreed to by both parties.

## **X. Award, Terms and Condition of Sale**

**The Rule for Award** is that the Town will select the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this solicitation.

The contract shall be awarded to the proposer selected in accordance with Section IX above. The Town of Maynard shall send a letter to the successful proposer, informing them of such award.

The Town and the selected proposer (referred to as "Buyer") shall, within thirty (30) days of award of this RFP, or an alternative date agreed to by both parties, enter into the attached Purchase and Sale Agreement. In the event that the proposer fails to enter into the Purchase and Sale Agreement with the Town of Maynard within said thirty (30) days or a mutually agreed upon alternative date, the Town may rescind the award and retain any proposal security as liquidated damages.

The Purchase and Sale Agreement shall contain, in addition to the usual provisions, the following terms:

1. At time of execution of the Purchase and Sale Agreement, the Buyer shall pay a deposit, which, including the Five Thousand Dollar (\$5,000) proposal security paid with the submission of the proposal, will equal ten percent (10%) of the purchase price. The deposit submitted by Buyer shall be held in escrow by the Treasurer of the Town of Maynard in a non-interest-bearing account and shall be duly accounted for at the time for performance of this agreement. In the event that the Buyer fails to fulfill its obligation to purchase the Property, the Town shall retain the deposit as liquidated damages. In the event of any disagreement between the parties, the Treasurer may retain all deposits made under the Purchase and Sale Agreement pending instructions mutually given by the Town and Buyer.
2. If the acquisition of the Property is financed by a lending institution, Buyer must deliver a firm letter of commitment to the Town of Maynard within thirty (30) days from the date of execution of the Purchase and Sale Agreement, unless an alternative date has been agreed to by both parties.
3. A payment in lieu of taxes shall be paid in accordance with M.G.L. c.44, §63A as of the day of performance of the Purchase and Sale Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.
4. Buyer shall pay the monetary consideration for the Property by certified, treasurer's, or bank check, or by wire transfer.
5. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this Purchase and Sale Agreement. Buyer represents and warrants that it will accept the Property "AS IS", provided however Buyer shall have the right to terminate this Purchase and Sale Agreement if Buyer finds Hazardous Materials on the Property in amounts required to be reported to the Department of Environmental Protection. Buyer acknowledges that the Town has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or

regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, 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. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Property or for any other condition or defect on the Property. Buyer hereby agrees to release, and hold Seller and Seller's officers, trustees, agents, employees, assignees, and invitees harmless from any and all claims, liabilities, demands, judgments, actions, causes of action, injuries, administrative or regulatory orders, penalties, costs and expenses, including attorneys' fees and expert fees (inclusive of those incurred in enforcing this indemnity) arising directly or indirectly out of or resulting from the presence or release of any hazardous substances or materials (as the same are or may hereafter be defined by federal and state statutes and regulations), or other environmental conditions, on, in or under the Real Estate (or migrating from the Real Estate), whether existing or occurring prior to or after the date hereof. The provisions of this Section shall survive delivery of the deed.

6. In the event that the Town defaults under the Purchase and Sale Agreement, Buyer shall be entitled to terminate the Purchase and Sale Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and equity for any breach of the Purchase and Sale Agreement by the Town.
7. The purchase of the Property shall not be contingent on the sale of any other property.
8. The closing shall occur within sixty (60) days from the date on which the Purchase and Sale Agreement is signed by the Town and Buyer, or within such further time as the Town and Buyer shall agree.
9. The Town reserves the right, in its sole discretion, to require a performance bond, land development agreement, or similar means of ensuring that the renovations or construction described in a Proposer's RFP is completed within a reasonable time period.
10. The Purchase and Sale Agreement shall include any restrictions or agreements relative to the proposed development of the Property which shall later survive the delivery of the deed and/or be memorialized in a development agreement notice of which shall be recorded at the time for performance.

## **XI. Reservations and Disclaimers by the Town**

This RFP does not represent any obligation or agreement whatsoever on the part of the Town to sell the Property described in this RFP.

The Town reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFP, to select finalists to submit and negotiate a more fully developed response, to negotiate with one or more applicants, and/or negotiate and dispose of the Property on terms that are not materially different from those set forth herein.

The Town also reserves the right, at any time, to waive strict compliance with the terms and conditions of this RFP or to entertain reasonable modifications or additions to selected proposals provided the same are not materially different from the terms set forth herein.

While the Town of Maynard believes that the information provided in this RFP, including all information and addenda, are accurate, the Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments, supplements, and website links) is made subject to errors, omissions, prior sale, or financing, withdrawal without prior notice, and changes to, additions to, and different interpretations of laws and regulations. Neither the Town nor any of its agents or representatives is responsible for representations made regarding the Property during the site visit or when answering questions.

The proposer assumes all risk in connection with the use of the information, and releases the Town, the Select Board, their representatives, agents, boards and commissions from any liability in connection with the use of the information provided by the Town. Further, the Town and Select Board make no representation or warrant with respect to the Property, including without limitation, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property. As stated earlier, the Property will be sold in "AS IS" condition.

Selection of a proposer's proposal will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity, or reimbursement, until the Purchase and Sale Agreement and all related documents are approved by the Town and fully executed.

All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any proposer, will be within the sole discretion of the Town.

Notice by the Seller of acceptance or rejection of a proposal shall be deemed to have been sufficiently given when mailed to the proposer or his duly authorized representative at the address indicated in the proposal. All proposals will be valid for a six (6) month period (November 24, 2024), however proposers are able to withdraw their proposal by contacting Town Administrator Gregory Johnson at [gjohnson@townofmaynard.net](mailto:gjohnson@townofmaynard.net) and including Steve Silverstein ([ssilverstein@townofmaynard.net](mailto:ssilverstein@townofmaynard.net)) in copy.

## APPENDIX A: Information and Resource Links

*Note: This appendix contains a comprehensive list of all website links noted throughout the RFP. If links do not open, please copy and paste, or type, them into your browser.*

Town of Maynard Master Plan – Vision and Goal

<https://www.townofmaynard-ma.gov/DocumentCenter/View/602/Maynard-Master-Plan-PDF?bidId=>

Community Development Principles for Town of Maynard

<https://www.townofmaynard-ma.gov/312/Community-Development-Principles>

Town of Maynard Protective Zoning By-laws

<https://www.townofmaynard-ma.gov/DocumentCenter/View/2130/Bylaws-20230515?bidId=>

Town of Maynard Housing Production Plan

<https://www.townofmaynard-ma.gov/DocumentCenter/View/742/Maynard-Housing-Production-Plan-PDF?bidId=>

## APPENDIX B: Evaluation Criteria Scoring Sheet and Rating Scale

### Scoring Sheet

Evaluation Criteria	Rating	Points	Name of Proposer
Minimum Evaluation Criteria	(Y/N)	--	
Successful and timely completion of projects of similar size and scope, as confirmed by references	Highly Advantageous	10	
	Advantageous	6	
	Not Advantageous	0	
Evidence of financial viability necessary to purchase the Property and complete construction	Highly Advantageous	10	
	Advantageous	6	
	Not Advantageous	0	
Provision of a site development timeline that envisions project completion in an expedited manner	Highly Advantageous	10	
	Advantageous	6	
	Not Advantageous	0	
Proposed purchase price	Highly Advantageous	10	
	Advantageous	6	
	Not Advantageous	0	
Extent to which proposal provides financial benefits to the Town via annual real estate tax revenue or payments in lieu of taxes (PILOT)	Highly Advantageous	10	
	Advantageous	6	
	Not Advantageous	0	
Degree to which the site design proposal enhances accessibility at the intersection of Summer Street and Acton Street	Highly Advantageous	10	
	Advantageous	6	
	Not Advantageous	0	
Degree to which site design reinforces the town's commitment to environmental sustainability	Highly Advantageous	10	
	Advantageous	6	
	Not Advantageous	0	
Compatibility with downtown Maynard's "Cultural District" established pursuant to M.G.L. Chapter 10, Section 58A	Highly Advantageous	10	
	Advantageous	6	
	Not Advantageous	0	

## Rating Scale

		<b>Highly Advantageous (10 points)</b>	<b>Advantageous (6 points)</b>	<b>Not Advantageous (0 points)</b>
1.	Successful and timely completion of projects of similar size and scope, as confirmed by references	Proposer clearly identifies three or more projects--confirmed by references--that they have completed that are similar in size and scope to the project being proposed.	Proposer clearly identifies one or two projects--confirmed by references--that they have completed that are similar in size and scope to the project being proposed.	Proposer identifies zero projects that they have completed that are of a similar size and scope to the project being proposed.
2.	Evidence of financial viability necessary to complete purchase and sale agreement and begin construction	Evidence includes binding bank prequalification letters, and lender references showing the source of funds for acquisition, construction, and site development. Proposer clearly identifies all sources of funds to complete the project.	Evidence includes bank prequalification letters, and lender references showing the source of funds for acquisition, construction, and site development  OR  Evidence that fundraising efforts are underway, including sources of donations already secured, if Proposer is seeking private donations.	No letters of interest from lenders, lender references showing the source of funds for acquisition, construction, site development.
3.	Provision of a site development timeline that envisions project completion in an expedited manner	Estimated completion schedule for improvements less than 12 months. Schedule includes a realistic and detailed timetable for all phases of construction.	Estimated completion schedule for improvements less than 18 months. Limited detail provided regarding construction schedule and phasing.	Estimated completion schedule for improvements greater than 18 months.
4.	Proposed purchase price	Proposal offers a purchase price that exceeds \$500,000.	Proposal offers a purchase price that exceeds the minimum sale price of \$265,000 but is less than \$500,000.	Proposal offers a purchase price that does not meet the minimum sale price of \$265,000.

5.	Extent to which proposal provides financial benefits to the Town via annual real estate tax revenue or payments in lieu of taxes (PILOT)	<p>Proposer is a for-profit entity paying real estate taxes on the property.</p> <p>OR</p> <p>The Proposer is a non-profit entity that will enter into a payment in lieu of taxes agreement with the Town equal to a minimum of 100% of the tax amount that would be collected based on the equal for-profit use of the property.</p>	<p>The Proposer is a non-profit entity that will enter into a payment in lieu of taxes agreement with the Town equal to a minimum of 75% of the tax amount that would be collected based on the equal for-profit use of the property.</p>	<p>The Proposer is a non-profit entity that will enter into a payment in lieu of taxes agreement with the Town equal to a minimum of 50% of the tax amount that would be collected based on the equal for-profit use of the property.</p>
6.	Degree to which the site design proposal enhances accessibility at the intersection of Summer Street and Acton Street	Proposal intersection improvements result in 100% ADA-compliance.	Proposal intersection improvements further ADA-compliance, but do not result in 100% ADA-compliance.	Proposal makes no improvements to the intersection.
7.	Degree to which site design reinforces the town's commitment to environmental sustainability	Proposal utilizes best "green" construction practices, e.g. minimization of impervious surfaces, reduced stormwater runoff.	Proposal utilizes some, but not all best "green" construction practices.	Proposal utilizes no best "green" construction practices.
8.	Compatibility with downtown Maynard's "Cultural District" designation as defined under M.G.L. Chapter 10, Section 58A	Site fully dedicated to attracting resident artists and/or cultural enterprises, or otherwise fostering local cultural development.	Site partially dedicated to attracting resident artists and/or cultural enterprises, or otherwise fostering local cultural development.	Site does not attract resident artists and/or cultural enterprises, or otherwise fosters local cultural development.

## APPENDIX C: Price Proposal Form

### **TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)**

Disposition of 1 Summer Street

Maynard, MA 01754

#### PRICE PROPOSAL FORM

##### PRICE

Please write your proposal offer:

---

Print/Type your proposal amount above in written form

---

Print/Type your proposal amount above in numerical form

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

---

Name of proposer

---

Name of person signing proposal

---

Signature of person signing proposal

---

---

Date

---

---

Title

---

---

Address

(Note: This form must be included in the proposal submission.)

## APPENDIX D: FORM 1 – Certificate of Tax Compliance

### **TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)**

Disposition of 1 Summer St.

Maynard, MA 01754

### **FORM 1**

#### **Certificate of Tax Compliance**

Pursuant to Chapter 62C, §49A(b) of the Massachusetts General Laws, I,

\_\_\_\_\_  
authorized signatory for (Name)

\_\_\_\_\_  
do hereby certify under (Name of Proposer)

the pains and penalties of perjury that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

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

(Note: This form must be included in the proposal submission.)

## APPENDIX E: FORM 2 – Certificate of Non-Collusion

### **TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)**

Disposition of 1 Summer St.

Maynard, MA 01754

#### FORM 2

#### Certificate of Non-Collusion

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.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

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

(Note: This form must be included in the proposal submission.)

## APPENDIX F: FORM 3 – Certificate of Authority

## **TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)**

## Disposition of 1 Summer St.

Maynard, MA 01754

### FORM 3

## CERTIFICATE OF AUTHORITY

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of a corporation, give names of President and Treasurer; in case of a limited liability company, give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and; in case of a trust, all the trustees)

NAN

## ADDRESS

ZIP CODE

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Kindly furnish the following information regarding the Respondent:

#### IF A SOLE PROPRIETORSHIP

Name of Owner:

**Address:** \_\_\_\_\_

Name of Business:

Home Address:

**IF A PARTNERSHIP**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Names and Addresses of Partners:

PARTNER NAME

ADDRESS

ZIP CODE

\_\_\_\_\_

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\_\_\_\_\_

**IF A CORPORATION OR A LIMITED LIABILITY COMPANY**

Full Legal Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

Registered in Massachusetts: Yes \_\_\_\_\_ No \_\_\_\_\_

Place of Business in Massachusetts: \_\_\_\_\_

**IF A TRUST**

Full Legal Name: \_\_\_\_\_

Recording Information: \_\_\_\_\_

State of Formation: \_\_\_\_\_

Full names and address of all trustees:

NAME

ADDRESS

ZIP CODE

\_\_\_\_\_

\_\_\_\_\_

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Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

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

(Note: This form must be included in the proposal submission.

# APPENDIX G: FORM 4 – Disclosure Statement

## **TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)**

Disposition of 1 Summer St.

Maynard, MA 01754

### FORM 4

#### 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. Conveyance by Town of Maynard (Deed)
4. Public Agency Participating in Transaction:
5. Town of Maynard, acting by and through its Select Board
6. Disclosing Party's Name and Type of Entity (if not an individual):
  
7. Role of Disclosing Party (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord \_\_\_\_\_ Lessee/Tenant

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

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

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

None of the above- named persons is an employee of the Town of Maynard or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

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 arm's 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 Town of Maynard 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

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

1. 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

(Note: This form must be included in the proposal submission and the original sent to DCAMM upon closing.) upon request

# APPENDIX H: Checklist for Proposers

## **TOWN OF MAYNARD REQUEST FOR PROPOSALS (RFP)**

Disposition of 1 Summer St.

Maynard, MA 01754

### **Checklist for Proposers**

(For reference purposes only, does not need to be included with proposal documents)

1. Cover Letter
2. Price Proposal Form
3. Development Plan/Closing Date
  - a. Narrative of proposed use of Property and how the plan meets the goals of the Master Plan, Community Development Principles and Housing Production Plan if applicable
  - b. Exterior elevation drawings (if alterations or new construction will occur)
  - c. Proposed closing date
4. Site Plan
5. Proposal Security Deposit in the amount of \$5,000.00. Deposits will be returned to proposals that are not selected
6. References
7. Form 1: Certificate of Non-Collusion
8. Form 2: Certificate of Tax Compliance
9. Form 3: Certificate of Authority
10. Form 4: Real Property Disclosure
11. Financing Information, and if applicable, Loan Commitment