

TOWN OF SWAMPSCOTT

REQUEST FOR PROPOSALS

FOR THE
LEASE OR PURCHASE
OF THE

MACHON ELEMENTARY SCHOOL

LOCATED AT

35 BURPEE ROAD
SWAMPSCOTT, MA

Proposal Deadline

9:00 am
Monday, March 21, 2016

Proposal Submission To

Office of the Town Administrator
Swampscott Town Hall
22 Monument Ave
Swampscott, MA 01907

1) Property Description

The Town of Swampscott is offering for long-term lease or sale through the Request for Proposal (“RFP”) process, in accordance with Massachusetts General Laws Chapter 30B, land and improvements known as the former Machon Elementary School (“Property”), located at 35 Burpee Road, Swampscott, Massachusetts. The Property is designated as Assessor’s Map 6, Lot 130A and comprises 1.029 acres of land, more or less. The Property is the site of the original three-story building built in 1920 (the “Original Building”), along with a post-war addition built in 1963 (the “1963 Addition”, together with the “Original Building” referred to as the “Building”) totaling about 31,000 gross square feet. The Building has been vacant since 2007. The Property is located in the A3 Residential Zoning District.

The Machon Elementary School, built in 1920, served as one of four elementary schools in the Town of Swampscott. After nearly 90 years of consistent educational use, the Town decided in 2007 to decommission the Building as a school and transfer its student body throughout the three remaining elementary schools in town. The Building fronts on Burpee Road, on the southwest front side, and abuts Jackson Park on the rear, with residential homes on either side (see Appendix D “Informational Site Plan”). The Town is now seeking proposals for potential reuse of this Property.

For the purposes of this RFP, the term “Town” shall mean the Town of Swampscott, the term “Town Administrator” shall mean the Town of Swampscott Town Administrator (and shall be interchangeable and synonymous with “Administrator”), and the term “Board of Selectmen” shall mean the Town of Swampscott Board of Selectmen (and shall be interchangeable and synonymous with “Selectmen” or “Board”). The aforementioned terms shall also mean “or its designee.” The term “Project” shall mean and refer to reuse of the property at 35 Burpee Road, Swampscott, Massachusetts, known as the former Machon Elementary School.

2) Purpose

The Town is requesting proposals from interested parties (referred to herein as the “Respondent”), with statements of qualifications, to lease or purchase and repurpose the Property in accordance with the intentions and restrictions specified herein. It is the objective of the Town that the Property be converted to serve as housing, educational, or community use by complying with the restrictions and preferences set forth in this RFP.

The Town will not lease or sell the Property for any other use other than for housing, educational, or community use.

3) Zoning and Other Restrictions

Interested parties should review for themselves the zoning and other permitting requirements within the A-3 Residential Zoning District and the Town's Zoning By-Laws. For the purposes of this RFP, projects are not required to comply with the existing zoning use requirements within the A-3 Zoning District, provided that the use is a housing, educational, or community use.

Dimensional Regulations – Any proposal for new construction or additions must meet (without any need for dimensional relief) all dimensional requirements as stipulated in the Zoning By-Laws Section 2.3.2.0 for the A-3 Zoning District, including but not limited to setbacks, building height, lot coverage, and open space.

Parking Requirements – The proposed use must provide on-site the minimum off-street parking as outlined in the Zoning By-Laws Section 3.1.2.0. by use group.

Public Access – An easement for access from Burpee Road to Jackson Park Woods must be maintained and remain available to the public. This is a 20-foot wide access way on the northwest end of the Property. See Appendix D for approximate location.

4) Recommendations

Projects that meet the above requirements will be looked at more favorably by incorporating the following elements:

- For any residential use, inclusion of affordable units, including but not limited to the restriction of all units to low and/or moderate income housing, consistent with the requirements of the Department of Housing and Community Development's regulations at 760 CMR 56.00.
- For any residential use, the creation of so-called senior/elderly housing including the imposition of an age restriction (55 years or older).
- Structuring the transaction as a ground lease, with a term of up to 99 years, utilizing an upfront payment structure.
- Maintaining and reusing the Original Building.
- Maintaining the easterly side of the Property as green space containing no structures (including fencing), parking, or impervious surfaces – including for example, allowing continued public use of this portion of the Property. See Appendix D for location.

5) RFP and Anticipated Post-Selection Schedule

An outline of dates for this RFP along with the anticipated schedule after a Respondent is selected is provided below. Estimated dates are marked with an asterisk.

Request for Proposals Released	Wednesday, February 17
Pre-Submittal Meeting and Property Viewing	Friday, March 4
Close of Questions Period	Friday, March 11
Proposals Due	Monday, March 21
Review of Proposals Begins	Wednesday, March 23
Selection of Proposal	Early April *
Negotiations Between Town and Respondent	Mid-End April *
Town Meeting Vote to Approve Project	Monday, May 16*

Based on the May 2012 Annual Town Meeting vote, Town Meeting approved the disposition of the Machon School property with the requirement that the selected project must receive final approval from Town Meeting members. If your proposal is selected by the Board of Selectmen, it will then be brought to the next Town Meeting to receive a final approval.

Respondent shall complete its due diligence (e.g., title, inspections) within ninety (90) days from approval of Town Meeting. Closing shall occur thirty (30) days from receipt of all final, unappealable permits and approvals for the Project, but no earlier than ninety (90) days from approval of Town Meeting. In no event, however, shall closing occur later than September 30, 2016, without the written approval for extension by the Town.

6) Proposal Packages, Project Information and Submission Deadline

Parties interested in responding to this RFP are invited to submit a proposal in accordance with the following terms and conditions. With submission of a response to this RFP, the interested party acknowledges that he or she has read and understands the requirements and conditions herein.

Availability of Proposal Packages – All interested parties must obtain a copy of this RFP from the Office of the Town Administrator at Swampscott Town Hall, 22 Monument Avenue, Swampscott, MA 01907, Monday through Thursday between the hours of 8:30 am and 4:00 pm and between the hours of 9:00 am and 12 noon on Fridays, holidays excepted.

Submission Deadline – Sealed proposals must be received at the Office of the Town Administrator no later than 9:00 am on Monday, March 21, 2016. Late, faxed or emailed proposals will not be accepted. The front page of the proposal package must be clearly marked with the words “Machon Elementary School Reuse Proposal.”

Pre-Submittal Meeting and Property Viewing – Interested parties will have the opportunity to attend a pre-submittal meeting, to be held at the Machon Elementary School, 35 Burpee Road, Swampscott, Massachusetts, on Friday, March 4, 2016 at 10:00 am, at which time Town representatives will review the materials included in this RFP and respond to questions about the Property, the selection process and related issues. Town representatives will then conduct a viewing of the Property for interested parties. Interested parties may, on a separate date, arrange to conduct an inspection of the Property for purposes and under conditions agreeable to the Town.

Questions – Written responses will be provided to requests for clarification or interpretation of the meaning of the provisions of this RFP, including the documents attached hereto; to all questions raised at the pre-submittal meeting; and to those questions otherwise submitted in writing, and will be distributed to all parties who have received an RFP. In the sole discretion of the Town, written responses to questions raised during the Property view, or submitted in writing to the Town prior to or subsequent to the pre-submittal meeting and Property view, will be similarly distributed. The Town is not obligated, in any way, to waive RFP requirements, or create exceptions, for Respondents who choose not to attend the pre-submittal meeting or Property viewing. Written questions must be submitted to the Office of the Town Administrator, 22 Monument Avenue, Swampscott, MA 01907, with “Machon Elementary School RFP Query” clearly marked on the outside no later than 9:00 am on Monday, March 21, 2016.

7) Proposal Review and Selection Process

Review Authority – Commencing on Wednesday, March 23, 2016, the Review Committee (comprised of the Town Administrator and one or two members of the Board of Selectmen) will begin to review submitted proposal packages. The Review Committee may delegate the review tasks and accompanying responsibilities to its designee, which may be any individual, individuals or a committee to be formed or already existing, as the Review Committee deems in its sole discretion to be appropriate.

Review Basis – Each proposal will be evaluated and scored based on the proposal’s responsiveness to Town interests, the proposed use, and other selection criteria as specified in Appendix B. The statement of qualifications of each Respondent will be reviewed and scored to identify those who possess the development and, construction experience, good standing in the industry, and the financial stability and capacity to develop the Project to completion.

Distribution of Proposals – During the review process, the proposal packages may be directed to such Town boards, committees and individuals whose comments and observations the Review Committee deems will assist in the decision process. The Review

Committee may seek the advice and input from any Town boards, committees or individuals, and from Town Counsel, during the review process.

Additional Information/Interviews – The Review Committee may request additional information of 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. Respondents may also be invited to appear before the Review Committee and/or Board of Selectmen, which shall occur at an open, public meeting as required by applicable law or as determined by the Review Committee. Failure to comply with this request will result in a rejection of the proposal. The right to an interview does not automatically extend to all whose proposals are accepted for review, but is granted in the sole discretion of the Review Committee or the Selectmen.

Ranking and Award – The Review Committee will rank the submitted proposals in accordance with their respective scores. From this ranking, the Review Committee may select proposals for further review. The Review Committee, along with the Board of Selectmen, shall award the Project to the proposal that is most advantageous to the Town taking into consideration the selection criteria and the financial terms of all proposals that meet the minimum criteria.

Right to Withdraw – Proposals may be withdrawn without penalty prior to the submission deadline by written request to the Town Administrator.

8) Rights Reserved by Town

- The Town reserves the right, in its sole discretion, to select one or more finalists to submit and negotiate a more fully-developed response. The Town reserves the right to waive minor irregularities or defects contained in any proposal and to allow exceptions to the specifications and requirements herein, provided that such waiver or exception does not materially alter the conditions under which all proposals were submitted.
- Each Respondent must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Town reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information.
- The Town reserves the right to reject or accept, in its sole discretion, any conditional proposal that is submitted.
- The Town reserves the right to reject any and all proposals, or to cancel the RFP, with no penalty, if deemed to be in the best interests of the Town.

9) Minimum Submittal Requirements

The proposal package must consist of a lease/sale value proposal and a project proposal. Each Respondent must, at a minimum, submit the information and meet the standards indicated below. Failure to meet minimum submittal requirements will be sufficient cause to reject a proposal. Respondents 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.

Original/Copies – In a sealed package, submit one (1) unbound original and six (6) bound copies of the proposal, complete with all back-up materials for each proposal package. Submit the proposal package by 9:00 am, Monday, March 21, 2016, to:

Office of the Town Administrator
Swampscott Town Hall
22 Monument Avenue
Swampscott, MA 01907

- a. Format – Proposals must be submitted in an 8 ½” x 11” format for text, and to the extent practical, for graphics. Oversized pages or graphics should be folded to 8 ½” x 11”.
- b. Proposal Security – Proposal security in the form of a certified check, cashier’s check or bid bond payable to the “Town of Swampscott” in the amount of five percent (5%) of the Respondent’s proposed lease/sale value must accompany the proposal package. The proposal security of parties not selected will be returned within a reasonable time after the date of an award. Proposal packages which fail to include security, or those of responding parties who fail to provide the aforementioned security by the submission deadline, will be summarily rejected as non-responsive.
- c. Project Proposal
To include the following elements:
 - Cover Letter – A cover letter must include a statement of interest, identify the Respondent individual or entity, the proposed Property operator and name (if different than Respondent), address and contact information of all individuals with an interest in the Respondent.
 - Project Description – The project proposal must include details about the intended use, proposed buildings (new or reused), site improvements and elements, architectural and site plans, and any other details relevant to define the project.

- Project Team Qualifications – The proposal must identify the principal and support members of the project team. A resume for each person must be attached which demonstrates the qualifications, experience, and role of each member of the project team, including their experience with similar projects. References must also be included.
- Development Experience – Included must be a description of the Respondent’s past and current experience in property demolition, rehabilitation and construction (as applicable to the Project), including similar projects to the current Project. Include client contact names and telephone numbers.
- Financing and Financial Capacity – The Respondent must indicate how the Project and operations will be financed, including without limitation:
 - i. Detailed sources and uses, detailed development budget, and detailed pro forma for the Project.
 - ii. If sources other than equity from the Respondent are required for the Project, details of all such sources, including without limitation, the identity of such source(s), the timing required to secure binding commitments for such source(s) and close on the transaction, and any requirements to be imposed on the Property in connection with such source(s).
 - iii. Copies of a pre-approval or other letters or documentation acknowledging that the Respondent has sufficient financial resources to complete the Project.
 - iv. For residential uses only, for each proposed affordable residential unit, provide the number of bedrooms and bathrooms, the income qualification limits for such unit, and the proposed monthly rental for such unit.
 - v. The anticipated real estate tax and other revenue to be paid to the Town by the project upon project completion and for at least the first 10 years after completion.
 - vi. Details of a completion guaranty or performance bond to be provided by the Respondent to secure completion of the Project.
 - vii. Any proprietary information may be submitted separately.
- Time Frame – Respondents shall provide a project timeline, including without limitation, the proposed closing date, anticipated commencement of construction date, anticipated completion of construction date, and anticipated stabilization date.

- Other Required Documents – Each project proposal must include the following executed documents (see Appendix C):
 - i. Disclosure Statement
 - ii. Certificate of Non-Collusion
 - iii. Tax Compliance Certificate
 - iv. Statement of Beneficial Interest
 - v. Certificate of Authority

- d. Price Proposal Form – The proposal package must include a Price Proposal Form (see Appendix C), indicating the proposed dollar amount and payment structure of the lease or sale for the Property. All lease proposals shall be based on a so-called absolute triple net basis (i.e. the Respondent shall be responsible for all costs associated with the Property including the land and all improvements located thereon). Respondents shall use the form attached to this RFP.

10) Lease / Purchase and Sale Agreement

The Respondent who is awarded the Project shall be required to enter a binding agreement with the Town to purchase or lease the Property, as applicable (the “Binding Agreement”). The Binding Agreement shall incorporate the terms and conditions of this RFP, and shall contain provisions customary to a lease or purchase and sale agreement under similar circumstances and containing such other terms and provisions acceptable to the Town. The Binding Agreement shall be executed within ninety (90) days of the award of the Project. A Land Development Agreement (as discussed below), a Public Easement (as discussed below), and, in case of a proposed lease of the Property, a ground lease, and in the case of a sale of the Property, a purchase and sale agreement, shall be negotiated and attached as exhibits to the Binding Agreement and shall be executed at the closing. Further included shall be:

- a. The dollar amount of the ground lease (in total over course of lease term) or the purchase price;
- b. Proposed length of ground lease term (not to exceed 99 years), as applicable;
- c. Requirements for a deposit which, with the proposal security, shall be equal to ten (10%) percent of the total ground lease value or purchase price;
- d. A clause affirming the conditions upon which a closing will occur. Once said conditions have been met to the satisfaction of the Town, the closing shall occur within thirty (30) days, time being of the essence;

- e. A clause stating that the use of the Property shall be restricted to the proposed use identified in the proposal;
- f. The Respondent must represent and warrant that it, or its agents, have conducted a full inspection of the Property, and based on such investigation, is aware of the condition of the Property and accept the Property “as is.” The Respondent must acknowledge that the Town has no responsibility for hazardous waste, oil, hazardous material or hazardous substances as those terms are defined under any applicable law, rule, or regulation, local, state, federal, or otherwise, on, in, under or emitting from the Property, or for any other condition or defect on the Property;
- g. A statement that the proposed Land Development Agreement (as discussed below) shall be incorporated by reference in its entirety in the Lease or Purchase & Sale Agreement; and
- h. A provision that the Property will be conveyed subject to a right of reverter reserved by the Town, or shall be subject to such other provision that ensures that the future use and occupancy of the Property shall be in accordance with this RFP. Such provision shall remain in effect until such time as the Respondent obtains financing to complete development of the Project.

11) Land Development Agreement and Public Easement

A. Land Development Agreement

At the closing of the Property, the Town of Swampscott and the Respondent shall execute a Land Development Agreement (LDA), which shall be recorded with the Essex South Registry of Deeds prior to any financing mortgage or other monetary encumbrance upon the Property. The LDA shall be negotiated, and the terms thereof agreed upon, in conjunction with the negotiation of the Binding Agreement. The LDA shall, at a minimum, specify the terms and conditions that must be satisfied prior to the lease or sale of the Property to the Respondent: (a) the Respondent has a firm commitment from an institutional lender for financing the development and completion of the Project in an amount and upon terms reasonably satisfactory to the Town; and (b) the Respondent has obtained all permits and approvals necessary and appropriate to develop the Project as proposed.

The LDA shall incorporate the Respondent’s plan for the Property submitted with its RFP, and shall otherwise include, but not necessarily be limited to, the following:

- 1) Identification of the parties; description of the Property and an affirmation of the award of the Project to the Respondent.
- 2) A statement of the Respondent's obligation to develop, construct and otherwise use the Property in accordance with the RFP, the proposal, the LDA, and other terms and conditions required by the Town.
- 3) Respondent's acknowledgement that it will be solely responsible for securing all necessary approvals, licenses and permits required by government authorities; complying with all applicable state statutes, by-laws, codes and regulations, providing quality workmanship and using first-class materials of high quality.
- 4) A statement that the Respondent will not permit any mechanic's liens or similar liens to be imposed or remain on the Property for more than sixty (60) days.
- 5) A statement of the Respondent's rights relative to the sale, assignment or refinancing of the Property.
- 6) A statement of the Respondent's obligations to place and maintain insurance on the Property and all improvements thereon.
- 7) General provisions that address the Town's right of access to the Property for the purpose of inspection.
- 8) A statement acknowledging the Respondent's responsibility for all development, construction, and operational costs.
- 9) A statement of the respective rights, obligations and remedies of the Town in the event of default by the Respondent.
- 10) A statement of the Respondent's financial obligations in the event that the Town finds it necessary to enforce the LDA through legal proceedings.
- 11) A statement of those circumstances under which the Respondent shall indemnify the Town.
- 12) Provisions that address notices, waivers, term of the LDA, binding of parties, exclusivity of written agreement and governing law.

B. Public Easement

A 20-foot wide access easement from Burpee Road up to Jackson Park Woods must be maintained and remain available to the Town, and the public, with the right for the Town to provide further public access rights, in the location generally shown in Appendix D. A more detailed plan in recordable form showing the easement area will be created and recorded at the closing.

12) Selection Criteria and Project Award

Each proposal will be evaluated and scored based on the proposal's responsiveness to Town interests, including, but not limited to the selection criteria as specified in Appendix B herewith. The statement of qualifications of each Respondent will be reviewed and scored to identify those who possess the relevant experience, good standing in the industry, the financial stability and capacity to carry the Project to completion and meet the Town's objectives and commitment to maintain the integrity of the neighborhood.

The Respondent selected by the Selectmen will be given exclusive rights to negotiate with the Town the terms of a Binding Agreement as discussed herein. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, in its sole discretion, the Town may choose to terminate said negotiations and return any deposits previously provided to the Town, without any further obligation or liability to the Respondent. The Selectmen may select another Respondent with whom to initiate negotiations.

13) Other Considerations

- The Town shall not be responsible for paying any broker's commission, or like compensation to any third party, and the Respondent agrees to indemnify and hold the Town harmless from any claims for such compensation.
- References may be checked for all parties identified as participating on the team.
- Respondents may submit more than one response to this RFP. However, each proposal to develop the Property must be a separate, complete package that can be considered independently.
- The Town Administrator may amend or revise the RFP as a result of questions submitted by Respondents or for any other reason that causes the Administrator to believe it would be in the best interests of the Town to do so. Such amendments or revisions will be sent prior to the submission deadline to all persons or firms who have

- been provided copies of the RFP.
- The Town assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Late responses will not be accepted nor will additional time be granted to individual Respondents unless the Administrator extends the required submittal date for all Respondents.
 - 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.
 - Respondents are responsible for errors and omissions in their responses, and any such errors and omissions will not serve to alter the Respondent's legal obligations to the Town.
 - This RFP and the responses, including all warranties, commitments and representations made in the successful response shall be binding and shall become contractual obligations to be incorporated by reference in the Binding Agreement, unless the Town in its sole discretion waives any such warranty, commitment or representation.
 - The selection of a project team does not presume final approval of proposed plans. Submissions will be subject to the terms of the Binding Agreement. Town of Swampscott review process, and all required approvals.
 - Proposals may not be withdrawn, amended or modified for a period of one hundred eighty (180) days from the deadline for submission of proposals.

14) Questions

Please direct all questions regarding this RFP to:

Thomas Younger, Town Administrator
Swampscott Town Hall
22 Monument Avenue
Swampscott, MA 01907

Telephone: 781-596-8850

15) Public Disclosure

All proposal packages, their contents and accompanying documentation, no matter when submitted, will become the property of the Town and will be regarded as public records when received as directed by M.G.L. Chapter 4, Section 7, Clause 26. Respondents should be further aware that, with certain exceptions, the Town is required under M.G.L. Chapter 66 to make its records available for public inspection. Respondents should appropriately mark all materials they deem confidential or proprietary. However, the Town will bear no liability to any Respondent in the event that the Town is legally required to disclose information that a Respondent may define as confidential or proprietary.

Appendix A – Annual Town Meeting Article, as Amended, Moved & Voted

Town of Swampscott
Motion to Authorize the Sale, Lease or Demolition of 35 Burpee Road
Special Town Meeting
May 7, 2012

ARTICLE 5. To see if the Town will vote to transfer the care, custody, management and control of the land formerly known as the Machon School and located at 35 Burpee Road, Swampscott, identified on the Town Assessor’s maps as: Map 6, Lot 130A-0, from the Board of Selectmen for the purposes for which such land is currently held to the Board of Selectmen to sell said parcel of land per the provisions of Massachusetts General Law Chapter 30B, or take any other action relative thereto.

Sponsored by the Board of Selectmen

Comment: This Article provides the Selectmen the authority to sell or lease the former Machon School.

Voted that the Town transfer the care, custody, management and control of the land formerly known as the Machon School and located at 35 Burpee Road, Swampscott, identified on the Town Assessor’s maps as: Map 6, Lot 130A-0, from the Board of Selectmen for the purposes for which such land is currently held to the Board of Selectmen to sell said parcel of land per the provisions of Massachusetts General Law Chapter 30B, within the specific confines of residential zoning laws and with the specific approval of the Town Meeting Members and with the exception of a 20’ wide walking access to Jackson Park Woods on the NW end of the lot, or take any other action relative thereto.

**ARTICLE 5
Unanimous Vote in Favor as Amended
5/7/12 ATM**

Appendix B – Selection Criteria for the Machon Elementary School

The ranking of proposals shall be evaluated from **Most Advantageous** to **Least Advantageous** and the selection of the Respondent shall be based on criteria and requirements including, but not limited to, the following:

1. **Community Benefits or Otherwise**

The Town wishes to attain the highest possible community benefit for the Property when redeveloped. Respondents are recommended to enumerate the various community benefits the Project will bring to Swampscott.

- Most Advantageous – The proposal maximizes public benefits to the Town by having a positive impact on the Town and the neighborhood.
- Least Advantageous – Proposals that do not provide any demonstrable public benefits to the Town and the neighborhood.

2. **Lease Value or Purchase Price**

The Town wishes to attain the highest possible lease value or purchase price for the Property in connection with a development proposal that is consistent with the intent and terms of this RFP.

- Most Advantageous – The highest lease value or purchase price with the fewest conditions attached thereto.
- Least Advantageous – Proposals with conditions potentially limiting the lease value or purchase price that the Town will realize.

3. **Ground Lease vs Sale**

The Town encourages Respondents to consider a long-term ground lease of the Property rather than a fee simple sale of the Property.

- Most Advantageous – Proposal of a ground lease with an upfront payment structure.
- Least Advantageous – Proposal of a fee simple purchase.

4. **Qualifications**

The Town wishes to lease or sell the Property to a Respondent with experience in projects of similar use, type and scale, and specifically transactions with municipalities,

and with the financial capacity to expeditiously complete the task.

- Most Advantageous – Extensive experience with similar projects, specifically with municipalities, and having strong financial capacity.
- Least Advantageous – Limited or no experience with similar projects and/or not having strong financial capacity.

5. **Design Quality**

The new development shall exhibit the highest levels of design creativity as well as sensitivity to the existing structure and the overall neighborhood context. The Respondent's plans and elevations shall define the key design elements of the development.

- Most Advantageous – A creative design solution that maximizes the site's use, preserves the Original Building, and enhances the overall neighborhood.
- Least Advantageous – A design that does not utilize and preserve the Original Building and/or which offers a design not consistent with and sympathetic to the overall neighborhood.

6. **Financial Resources**

The Respondent demonstrates the financial capability to complete the task.

- Most Advantageous – A proposal that includes a positive, historical record of completion of similar projects, including without limitation evidence of the financial strength of the Respondent, and a high likelihood of securing all financial resources required to commence and complete the Project.
- Least Advantageous – A proposal that does not include a positive, historical record of completion of similar projects, including without limitation evidence of the financial strength of the Respondent, and a high likelihood of securing all financial resources required to commence and complete the Project.

7. **Ability to Proceed**

The Town wishes to have the Project permitted, the improvements completed, occupied, and operational as soon as possible.

- Most Advantageous – Proposals indicating the shortest reasonable timelines for the commencement, completion, and occupancy of the Project.

- Least Advantageous – Proposals for projects needing longer time horizons for commencement, completion, and occupancy.

8. **Reuse of the Original Building**

The Town recognizes that the Original Building is unique, having a prominent location in the neighborhood, and historic architectural features. As such, the Building provides the Town with a significant opportunity to capitalize on its social development potential through its reuse. Therefore, the Town is concerned about the types of alterations proposed for the exterior of the Building as well as the design to assure it is complementary to the historic character of the Original Building.

- Most Advantageous – Proposals which maintain and preserve the historic character of the Original Building.
- Least Advantageous – Proposals which do not maintain the Original Building or propose alterations to any portion of the Building that are not consistent with or complementary to the character and quality of the Original Building.

9. **Qualifications and Experience of the Respondent**

The Town requires evidence of the ability of the Respondent to commence substantive permitting work upon award of the contract, including preparation of drawings and plans, and the ability to accomplish the redevelopment and subsequent use of the Property.

- Most Advantageous – Demonstrated ability of the Respondent to lead the development effort and operation from predevelopment to full occupancy/stabilization, including without limitation maintaining compliance with all applicable regulatory requirements.
- Least Advantageous – Inability of the Respondent to demonstrate capacity to lead development effort, operation of the Project, and/or maintain compliance with all applicable regulatory requirements.

10. **Open Space**

The Property is adjacent to recreation fields and the Jackson Park Woods and is located in a primarily residential neighborhood. Based on this proximity, the Town desires the preservation of the existing open space on the Property, particularly the open space located at the southeasterly side of the Property.

- Most Advantageous – Demonstrates a commitment to maximizing open space on the Property, including, but without limitation, maintaining as much of the southeasterly side of the Property as green space containing no structures

(including fencing), parking or impervious surfaces, and allowing for the continued public use of this portion of the Property.

- Least Advantageous – Fails to demonstrate a commitment to maximizing open space on the Property, including, but without limitation, maintaining as much of the southeasterly side of the Property as green space containing no structures (including fencing), parking or impervious surfaces, and allowing for the continued public use of this portion of the Property.

11. Inclusion of Affordable Housing (Residential Proposals Only)

For Projects that include housing, the Town desires the inclusion of units to be affordable to families earning 80% or less of the area median income, with such restriction to remain in place for the longest possible duration, but in no event less than 30 years.

- Most Advantageous – Provides that 100% of the housing units will be deed restricted for affordable housing.
- Least Advantageous – Provides that no housing units will be deed restricted for affordable housing.

12. Inclusion of Age-Restricted Housing (Residential Proposals Only)

For Projects that include housing, the Town desires housing that will meet the needs of the community's growing 55+ year old population. Such Projects should identify the sale/lease restriction and design considerations to support this demographic.

- Most Advantageous – Proposals which include an age-based restriction for tenancy/sale (for individuals 55 years or older) and design elements appropriate for this population.
- Least Advantageous – Proposals which do not provide an age-based restriction nor design elements appropriate for individuals 55 years or older.

Appendix C – Required Documents to be Filed with RFP

1. Price Proposal Form
2. Respondent Entity Disclosure Statement
3. Certificate of Non-Collusion
4. Tax Compliance Certificate
5. Disclosure of Beneficial Interests in Real Property Transaction
6. Certificate of Authority

Price Proposal Form

LEASE PURCHASE

Please write your price proposal offer (lease value should equal total value over full term of lease):

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

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

Name of Respondent

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

City

State

Zip Code

Respondent Entity Disclosure Statement

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)

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

1) IF A PROPRIETORSHIP

Name of Owner: _____

	ADDRESS	ZIP CODE	TELE #
Business:	_____	_____	_____
Home:	_____	_____	_____

2) IF A PARTNERSHIP

BUSINESS ADDRESS	ZIP CODE	TELE #
_____	_____	_____

PARTNER NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3) IF A CORPORATION

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business	ZIP CODE	TELE #
_____	_____	_____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts	ZIP CODE	TELE #
_____	_____	_____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts	ZIP CODE	TELE #
_____	_____	_____

4) IF A LIMITED LIABILITY COMPANY

Full Legal Name: _____

State of Formation: _____

Principal Place of Business	ZIP CODE	TELE #
_____	_____	_____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts	ZIP CODE	TELE #
_____	_____	_____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts	ZIP CODE	TELE #
_____	_____	_____

5) IF A TRUST

Full Legal Name: _____

Recording Information: _____

State of Formation: _____

Full names and address of all trustees:

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature of Proponent: _____

Title: _____

Date: _____

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

Certificate of Tax Compliance

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE TOWN OF SWAMPSCOTT the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

Date: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I Certify Under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Returns and Paid ALL Mass. State and Town Taxes Required under Law.

Company Name

Street Address

Town or City

State

Zip Code

Telephone Number

Fax Number

Social Security Number **OR** Federal Identification Number

Certified by State Office of Minority and Women Business Association (SOMWBA)

Yes _____ Date of Certification _____

Failure to complete this form may result in rejection of bid and/or removal from Town Bid Lists.

Authorized Signature

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

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):

Name	Title or Position
_____	_____
_____	_____

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

Certificate of Authority
(To be used by corporations and limited liability companies)

At a duly authorized meeting of the Board of Directors/Members of

_____, held on _____,
(Name of Corporation/Limited Liability Company) (Date)

it was VOTED that _____,
(Name) (Title)

of this corporation/company, be and hereby is authorized to execute proposals, contracts and bonds in the name of said corporation/company, and to affix its seal thereto; and such execution of any proposal, contract or obligation in this corporation's/company's name on its behalf by such office under seal of the corporation/company, shall be valid and binding upon the corporation/company.

I hereby certify that I am the secretary/authorized representative of the above named corporation/company and _____ is the duly elected officer
(Name)

as stated above of said corporation/company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this proposal.

(Date)

(Secretary)

Seal:

Appendix D – Informational Site Plan

The site plan provided below demonstrates the location of the Property (centered within the image) and relation to abutting properties and street network.

The required public access path is marked for general reference. The path does not currently exist but one should be included and designed within proposal submissions.

Property lines shown are for informational purposes only.

