

Town of Swampscott

Request for Proposals

for the
Purchase and Development
of the

Former Middle School

located at

**71 Greenwood Avenue
Swampscott, MA**

Proposals Due

11:00 A.M. _____ a.m./p.m.
on Monday, October 17 _____, _____, 2016

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

1) **Property Description**

The Town of Swampscott is offering for sale, through the Request for Proposals (“RFP”) process, in accordance with Massachusetts General Laws Chapter 30B and Article 21 of the May, 2016, Annual Town Meeting, land and improvements known as the former middle school (“Property”), located at 71 Greenwood Avenue, Swampscott, MA. The Property is designated as Assessor’s Map 19, Lot 87 and comprises 2.222 acres of land, more or less, which was conveyed to the Town in 1893. The Property currently is the site of a three story, 51,121 square foot, masonry building, the original section of which was constructed in 1893. Later sections were added, the last around 1940 (the “Building”). The Property was designed and occupied as a high school, then a middle school, but was deemed obsolete for educational purposes and has been vacant since 2007. The Building is in a dilapidated condition, and poses a hazard to public safety and welfare in its current condition. The building must either be demolished, or rehabilitated to a significant extent.

For the purposes of this RFP, the term "Town" shall mean the Town of Swampscott, 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 development and construction of the property known as the former middle school located at 71 Greenwood Avenue, Swampscott, Massachusetts.

2) **Purpose**

The Town is requesting proposals from interested parties, with statements of qualifications, to purchase and develop the Property in accordance with design standards and restrictions specified herein. It is the objective of the Town that the Property be developed for residential occupancy which is at a scale appropriate to the site, consistent with neighborhood characteristics and in compliance with existing zoning and other restrictions set forth in this RFP.

3) **Zoning and Other Restrictions**

The Property is located in the Greenwood Planned Development District, which is addressed in Section 4.5.0.0. of the Swampscott Zoning By-law, Regulations Pertaining to Planned Development Districts, as amended by Article 21 of the 2016 Annual Town Meeting, which is set forth at Appendix B-1, attached hereto. Although ~~While~~ the Greenwood Planned Development District allows up to 28 residential units and a gross floor area of up to 65,000 s.f.

~~the Town encourages all proposals, including without limitation those that propose is receptive to receiving proposals for a Project containing less than 28 units and/or less than 65,000 s.f. of gross floor area,~~ provided that the proposal meets the design criteria set forth herein and is beneficial to the Town.

A restriction shall be imposed by the Town to preserve the existing trees and other natural features of the portion of the Property between Fuller Avenue and the existing or proposed new building.

Interested parties should review for themselves the zoning and other permitting requirements within the Greenwood Planned Development District.

4) **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 Board of Selectmen at Swampscott Town Hall, 22 Monument Avenue, Swampscott, MA 01907, Monday through Thursday between the hours of 9:00 a.m. and 4:00 p.m. and between the hours of 9:00 a.m. and 12 noon on Fridays, holidays excepted.

Submission Deadline - Sealed proposals must be received at the Office of the Board of Selectmen no later than ~~11:00 a.m.~~ ~~4 p.m.~~ on ~~Monday~~, the ~~17th~~ day of ~~October~~, 2016. Late, faxed or emailed proposals will not be accepted. The front page of the proposal package must be clearly marked with the words "Greenwood Avenue - Former Middle School Proposal."

Pre-Submittal Meeting and Property View - Interested parties will have the opportunity to attend a pre-submittal meeting, to be held at Swampscott Town Hall, 22 Monument Avenue, Swampscott, Massachusetts, on ~~Tuesday, September 27,~~, 2016 at ~~10:00 a.m.~~ ~~a.m./p.m.~~, 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 view 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 subsequent to the pre-submittal meeting and Property view, will be similarly distributed. The Selectmen are 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 view. Written questions must be submitted to Office of the Selectmen, 22 Monument Avenue, Swampscott, MA 01907 with "Greenwood Avenue – Former Middle School Question" clearly marked on the outside, no later than 11:00 a.m. on Monday, October 17, [_____], 2016].

Outstanding Litigation – There is pending before the Essex Superior Court the matter of Groom Construction Co., Inc. v. Town of Swampscott (C.A. No. 14-01982-B) (the “Litigation”), in which a respondent to an earlier RFP for the Property is suing in order to enforce a purchase and sale agreement with the Town, seeking specific performance and damages. Closing under the Purchase and Sale Agreement, discussed below, will be expressly conditioned upon resolution of the Litigation, without the possibility of further appeal.

5) **Proposal Review and Selection Process**

Review Authority – ~~The Board of Selectmen will oversee the review of all~~ Commencing at approximately _____ a.m./p.m., _____, _____, 2016, the Swampscott Board of Selectmen will begin to review submitted proposal packages. The Board may delegate the review task and accompanying responsibilities to its designee, which may be any individual, individuals or a committee to be formed or already existing, as the Board 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, compatibility with Town objectives/criteria and

development considerations, and other selection criteria as specified in Appendix A attached hereto. 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 Board of Selectmen deems will assist in the selection process. The Selectmen may also seek advice and recommendations from Town counsel during the review process.

Additional Information/Interviews - The Selectmen 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 Selectmen, which shall occur at an open, public meeting. Failure to comply with this request will result in a rejection of the proposal at issue. 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 Selectmen.

Ranking and Award - The Selectmen will rank the submitted proposals in accordance with their respective scores. From this ranking, the Selectmen may select proposals for further review. The 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 Selectmen.

6) Rights Reserved by Town

- The Selectmen reserve the right, in its sole discretion, to select one or more finalist to submit and negotiate a more fully developed response. The Selectmen reserve 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 disqualify respondents if the submittals are not based on reasonable market assumptions.
- 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.

7) **Minimum Submittal Requirements**

The proposal package must consist of a price proposal and a development proposal in separate, sealed envelopes. The development proposal must not include reference to a purchase price. Otherwise, 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 a proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP may be rejected. All proposals, including price proposals, shall be opened at the time of proposal opening.

- a. 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 11 a.m. on Friday, October 7, 2016 p./m., _____, _____, 2016 to:

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

- b. Format - Proposals must be submitted in an 8½" x 11" format for text, and to the extent practical, for graphics. Oversized pages or graphics should be folded to 8½" x 11".

- c. 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 Ten Thousand (\$10,000.00) Dollars 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.
- d. Cover Letter - A cover letter must include a statement of interest, identify the primary respondent company, the proposed Property purchaser and the name, address and contact information of all interested parties.
- e. Price Proposal Form - The proposal package must include, in a separate sealed envelope, a Price Proposal Form, indicating the proposed purchase price for the Property. Respondents shall use the form attached to this RFP.
- f. Development Team Qualifications - The proposal must identify the principal and support members of the development team (i.e., the persons who will carry out the development plan). A resume for each person must be attached which demonstrates the qualifications, experience, and role of each member in the proposed development of the Property and their collective and individual ability to carry out those roles, including their experience with similar development projects. References for each development team member must also be included.
- g. Development Experience - Included must be a description of the respondent's experience in property development and construction, projects currently underway and projects scheduled over the next three years with emphasis on projects similar to this proposal. Include client contact names and telephone numbers.
- h. Financing and Financial Capacity - The respondent must indicate how the Project acquisition, development and construction will be financed. If financing will be provided by a lending institution, a pre-approval letter must be provided from the lender acknowledging that the respondent has sufficient financial resources to purchase, develop and complete the Project. The Town is willing to entertain proposals that have financing schemes that could involve public/private financing

and related arrangements, especially if the use of such specific schemes better facilitate the attainment of the Town's financial and property use goals.

- i. Development Plan - The respondent's proposal must include a detailed Development Plan in conformance with the guidelines set forth in this RFP.
- j. Condition of Property - 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 will 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.
- k. Time Frame - Respondents shall provide a development time line including permitting, design, construction phasing, completion and occupancy schedules.
- l. Statement of Financial Benefit - Proposals should include a description of projected benefits, whether financial or otherwise, to the Town if the proposal is accepted.
- m. Required Documents - Each proposal must include the following executed documents (See Appendix C):
 - Price Proposal Form
 - Disclosure Statement
 - Certificate of Non-Collusion
 - Tax Compliance Certificate
 - Disclosure Statement
 - Certificate of Authority

8) **Design Criteria-Objectives**

Through zoning regulations applicable to the Greenwood Planned Development District and other restrictions approved by Town Meeting, attached hereto as Appendix B-1, and the Selection Criteria attached hereto as Appendix A, the Town has provided its design criteria

~~objectives~~ for the Property. Accordingly, it is the primary ~~criteria~~ objective of the Town to ensure that any new development is appropriate in size, scope and appearance to the neighborhood. At the same time, development potential must be sufficient to attract credit-worthy buyers with strong reputations for quality work. It is the further objective of the Town to seek out "green" designs in every possible aspect of the development, and to reward plans that emphasize setbacks, effectively utilize landscaping and shield paved areas from neighborhood view.

In order to ensure that the Project is as consistent with the architecture and design of the surrounding neighborhood as possible and given the overall importance of the Project to the Town, it is the Selectmen's intention to require a peer review of the project by an architect selected and hired by the Town, with the cost of such peer review to be paid for by the selected respondent. The architect will advise the Town on the design of the Project and, as deemed appropriate by the Town, suggest commercially reasonable changes to the Project design, including for example, use of materials, building articulation, roof lines, detailing, etc.

Notwithstanding the zoning regulations (set forth in Appendix B-1 attached hereto) and design criteria (set forth in Appendix A attached hereto), any proposed redevelopment of the Property shall incorporate the following elements:

- a. All utilities serving the Project shall be located underground, except for any required transformer(s), which shall be screened with vegetation;
- b. All trash receptacles shall be stored and maintained inside a building, and trash removal shall be coordinated at times and in ways that minimize sound and impacts on neighboring properties;
- c. No exterior signs shall be permitted except for directional signs, street address identification and such other signs required by the Town or applicable local, state or federal requirements; and
- d. The Project shall include only such exterior lighting as is necessary for public safety purposes, and shall be designed to comply with all requirements of the Swampscott Zoning Bylaw and to mitigate the negative effects and impacts on neighboring properties.

9) **Development Plan**

Proposals must recognize and address Town objectives in optimizing annual tax revenues without sacrificing neighborhood integrity. Therefore, respondents must submit a development plan ("Development Plan") that provides a detailed analysis of their proposed residential use of the Property, which must include the following components:

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- a. Narrative description of the Project concept focusing on land and building improvements and how they conform to zoning regulations; primary construction type or materials; residential unit types, sizes and numbers of each unit ~~type-type~~.
 - b. Conceptual site plan showing the perimeter lot lines of the parcel, proposed building footprint(s), parking, roads, sidewalks, pathways, landscaping, any utilities and easements, and other site and building improvements that contribute to the Project.
 - c. Development impact analysis that provides a brief assessment of the positive and/or negative impacts that the Project will have on the Town and neighborhood and mitigation measures that will be taken to alleviate negative impacts. At a minimum, impact analyses shall address:
 - Air quality
 - Noise
 - Traffic
 - Public health and safety requirements
 - Municipal economic impact
 - Impact on municipal services
 - d. Conceptual building plans and elevations.
 - e. Conceptual landscape plans.
 - f. Plan for temporary and permanent storm water and erosion control methods to be employed, maintained and made stable.
 - g. Preliminary Project pro-forma including the expected range of residential unit sale prices or rental rates; a preliminary development budget and a financing plan (including a list of all anticipated source of funds).
 - h. Development time line from the award of the Project to the respondent, through design, construction and marketing to occupancy.
 - i. Description of how the Project will be taken through the public review and permitting processes.

- j. Description of how Town ~~objectives~~criteria, including without limitation those set forth in Appendix A attached hereto, are incorporated into the Project.
- k. Financial benefits analysis that identifies how the Project will enhance Town revenues, and what other economic benefits, if any, will result.

10) Purchase and Sale Agreement

The respondent who is awarded the Project shall be required to enter a Purchase and Sale Agreement (P&S) with the Town for the Property which agreement shall incorporate the terms and conditions of this RFP, shall contain provisions customary to purchase and sale agreements under similar circumstances, and shall incorporate, by reference, the Land Development Agreement agreed to between the Town and the successful respondent. The P&S shall be executed within sixty (60) days of the award of the Project. Further included shall be:

- a. The purchase price;
- b. Requirement for a deposit of Ten Thousand (\$10,000.00) Dollars;
- c. 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;
- d. A clause stating that the use of the Property shall be restricted to the use, scale and design presented in the respondent's proposal, which proposal shall be incorporated by reference, in its entirety within the P&S;
- e. A clause whereby the respondent agrees that closing shall be conditional upon resolution of the outstanding litigation in the matter of Groom Construction Co., Inc. v. Town of Swampscott, without the possibility of appeal;
- f. A clause stating that the Project shall comply with the requirements of the Greenwood Planned Development District as set forth at Appendix B-1 hereof;
- g. A statement that the proposed Land Development Agreement shall be incorporated by reference, in its entirety, within the P&S; and

- h. A provision that the closing shall not occur until the respondent has secured all permits and approvals required for the Project (including expiration of any appeal periods with no appeals having been taken), has provided evidence to the Town that it has secured all necessary financing for the Project, and has otherwise complied with all requirements in the P&S.
- i. A provision that the respondent shall be required to submit to the Town a Development Impact Statement in accordance with the criteria set forth in Appendix B-2 attached hereto.

11) Land Development Agreement

At the closing on the Property, the Town of Swampscott and the respondent (developer) who is awarded the Project shall execute and record a Land Development Agreement (LDA). The LDA shall be negotiated, and the terms thereof agreed upon, in conjunction with the negotiation of the P&S. The LDA shall be recorded with the deed from the Town to the developer.

The LDA shall incorporate the developer's final Development Plan as approved by the Selectmen and for which all permits and approvals have been obtained, 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 developer.
- 2) A statement of the developer's obligation to develop, construct and otherwise use the Property in accordance with the RFP.
- 3) Developer'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, and providing quality workmanship and using new materials of high quality.
- 4) A statement that the developer 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 developer's rights relative to the sale, assignment or refinancing of the Property.
- 6) A statement of the developer's obligations relative to insurance on the Property.
- 7) General provisions that address the Town's right of access to the Property for the purpose of inspection.
- 8) A statement acknowledging the developer's responsibility for all development and construction costs.
- 9) A statement of the developer's obligations to mitigate neighborhood impact of the Project from the development phase through to the issuance of a certificate(s) of occupancy – including the requirement for the developer to submit a Construction Management Plan for approval by the Selectmen (or their designee) prior to the start of any construction. Such Plan shall set forth specific mitigation measures designed to minimize impacts on the neighborhood, including without limitation, site logistics, staging areas, storage of materials on site, site fencing, hours of construction, delivery routes and schedules, rodent control, erosion control, dust control, street cleaning, establishment of monthly neighborhood meetings to discuss construction related neighborhood issues, and designation of a community relation contact (including phone number and email posted on site) to facilitate resolution of neighborhood questions and concerns relating to the Project.
- 10) A statement of the respective rights, obligations and remedies of the Town in the event of default by the developer.
- 11) A statement of the developer's financial obligations in the event that the Town finds it necessary to enforce the LDA through legal proceedings.
- 12) A statement of those circumstances under which the developer shall indemnify the Town.
- 13) Provisions that address notices, waivers, term of the LDA, binding of parties, exclusivity of written agreement and governing law.

- 14) A statement acknowledging the developer's responsibility to: (a) complete prior to any blasting on the Property a pre-construction survey of surrounding properties within 250 feet of the perimeter of any blasting area, (b) monitor vibrations during all blasting activities, and (c) comply with all applicable local, state and federal requirements relating to blasting activities. The Town will reserve the right to order that the developer cease and desist all blasting and other construction activities in the event that any of the foregoing requirements are not met.

12) Selection Criteria and Project Award

Each proposal will be evaluated and scored based on the proposal's responsiveness to Town interests, including selection criteria as specified in Appendix A herewith. 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, the financial stability and capacity to carry the Project to completion and meet the Town's design ~~objectives~~ criteria 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 the Property purchase and a Development Plan. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, in its sole discretion, then the Town may choose to terminate said negotiations. 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 a 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 development team.
- Respondents may submit more than one response to this RFP and may combine its proposal relative to the Project herein with a proposal involving any other Town RFP which has been issued and remains open. However, each proposal to develop an individual property or to develop combined properties must be a separate, complete

package that can be considered independently. The Town reserves the right to award one or more projects to a single respondent.

- The Selectmen may amend or revise the RFP as a result of questions submitted by respondents or for any other reason that causes the Selectmen 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 proposal opening date to all persons or firms who have been provided copies of the RFP, and whose identity and contact information is known to the Town.
- 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 Selectmen extend 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 Town's contract with the respondent, unless the Town in its sole discretion waives any such warranty, commitment or representation.
- The selection of a development team does not presume final approval of proposed plans. Submissions will be subject to the Town of Swampscott development 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 G. Younger, Town Administrator
Swampscott Town Hall
22 Monument Avenue
Swampscott, MA 01907

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.

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Appendix A - Selection Criteria for Greenwood Avenue

The intent of this Request for Proposals is to gather information upon which to base the selection of a proposal and development team for the development of the Property. The submittals will be evaluated to determine the respondent most responsive to the Town objectives criteria and the entity most highly qualified to implement the development based on the following criteria, which are not listed in any particular order of priority.

The following criteria will be utilized:

Highly Advantageous	Response exceeds the specific criterion.
Advantageous	Response meets evaluation standard for the criterion.
Least Advantageous	Response does not fully meet the criterion or leaves a question or issue not fully addressed.
Not Responsive	Does not address the criterion.

1. Qualifications and Experience of the Firm and/or Principals and Consultants

- a. Staffing with strong team experience, including a history of prior working relationships among the principal respondent and all related consultants and subcontractors:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- b. Demonstrated ability of the respondent to lead the development effort from predevelopment to full occupancy, specifically with regard to maintaining compliance with all applicable regulatory constraints:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- c. Demonstrated cohesiveness of the project team to maintain its key principals and personnel in their respective roles through the duration of the project:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- d. Level and quality of previous developments:
 - Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team

- Least advantageous: 1 project as a team
- e. Financial capacity to complete the development in a timely manner, to be evaluated with regard to respondent's prior experience and history in real estate development and written assurances and commitments or letters of interest from prospective lenders:
- Highly advantageous: 4 or more projects as a team
 - Advantageous: 2-3 projects as a team
 - Least advantageous: 1 project as a team
- f. Ability to be accountable on any matter affecting the Town's interest throughout development of the entire project:
- Highly advantageous: 3 or more years of experience with municipalities
 - Advantageous: 1-3 years of experience with municipalities
 - Least advantageous: less than 1 year of experience with municipalities
- g. Experience developing multi-family housing projects:
- Highly advantageous: 5 or more years of experience with multi-family housing projects
 - Advantageous: 1-5 years of experience with multi-family housing projects
 - Least advantageous: less than 1 year of experience with multi-family housing projects
- h. Ability to maintain and manage multi-family housing projects:
- Highly advantageous: 5 or more years of experience maintaining and managing multi-family housing projects
 - Advantageous: 1-5 years of experience maintaining and managing multi-family housing projects
 - Least advantageous: less than 1 year of experience maintaining and managing multi-family housing projects
- i. Experience with affordable housing projects:
- Highly advantageous: 5 or more years of experience constructing and marketing affordable housing projects
 - Advantageous: 1-5 years of experience constructing and marketing affordable housing projects
 - Least advantageous: less than 1 year of experience constructing and marketing affordable housing projects

2. Demonstrated Compatibility with Town's ~~Objectives-Criteria~~ and Development Considerations

- a. Compatibility of developer's vision and development concept with Town's ~~objectivescriteria~~
- Highly advantageous: 3 or more municipal projects demonstrating successful integration of developer's vision and implementation with municipality's ~~objectivescriteria~~ similar to Town's ~~objectivescriteria~~
 - Advantageous: 2 municipal projects demonstrating successful integration of developer's vision and implementation with municipality's ~~objectivescriteria~~ similar to Town's ~~objectivescriteria~~
 - Least advantageous: 1 municipal project demonstrating successful integration of developer's vision and implementation with municipality's ~~objectivescriteria~~ similar to Town's ~~objectivescriteria~~
- b. Quality and breadth of conceptual development proposals:
- Highly advantageous: completeness of submission and at least 3 years of experience with similar projects
 - Advantageous: most of the material being provided and 2-3 years of experience with similar projects
 - Least advantageous: at least some of the material being provided and 1 to 2 years of experience with similar projects
- c. Ability to adjust the development concept to address evolving design, conceptual alternatives, plans, specifications, and financial conditions:
- Highly advantageous: exceptional ability to adjust to evolving design and development conditions demonstrated by experience with similar projects
 - Advantageous: ability to adjust to evolving design and development conditions demonstrated by experience with similar projects
 - Least advantageous: some ability to adjust to evolving design and development conditions demonstrated by experience with similar projects

3. Demonstrated Ability to Implement Project Concept

- a. Evidence of the ability of the development team to commence substantive pre-permitting work upon award of contract, including preparation of drawings and plans and applications for funding within thirty (30) days of selection, ability to implement the Land Development Agreement, and ability to accomplish the acquisition of the property following issuance of the required permits and evidence of a financing commitment:
- Highly advantageous: exceeding the expectation of the Town's stated schedule
 - Advantageous: meeting the expectation of the Town's stated schedule
 - Least advantageous: not meeting the expectation of the Town's stated schedule
- b. Evidence of availability of financial resources needed to begin pre-development and permit process work upon award of contract:
- Highly advantageous: exceeding the availability of financial resources needed for the project based on the developer's project budget and financing package
 - Advantageous: adequately meeting the availability of financial resources needed for the project based on the developer's project budget and financing package
 - Least advantageous: only meeting the availability of financial resources needed for the project based on the developer's project budget and financing package
- c. Evidence of key staff members' abilities to undertake a project of the magnitude of the one proposed, including engineers, architects, managers and general contractors:
- Highly advantageous: 4 or more projects as a team
 - Advantageous: 2 -3 projects as a team
 - Least advantageous: 1 project as a team
- d. Evidence of feasibility of proposed project, including finalizing a detailed budget that addresses environmental and permitting issues and financing issues.
- Highly advantageous: exceptional feasibility analysis including budget issues, environmental and permitting issues and financing issues
 - Advantageous: adequate feasibility analysis including budget issues, environmental and permitting issues and financing issues
 - Least advantageous: incomplete feasibility analysis including budget issues, environmental and permitting issues and financing issues

4. Demonstrated Ability to Adhere to Specific Design Criteria Preferences

a. Evidence that respondent will configure/design the project parking on the Property to address the following:

- Highly advantageous: A proposed Project that includes 65 or more of the below elements.
- Advantageous: A proposed Project that includes 4 or more of the below elements.
- Least advantageous: A proposed Project that includes less than 4 of the below elements.

1) A project containing less than 28 residential units or less than a gross floor area of 65,000 s.f.;

2) A project that will be LEED certifiable (or the equivalent) or better;

3) Maintain and utilize the existing curb cut opposite King Street as the sole access to the Property;

4) Maintain and repair as necessary the existing stone wall along Greenwood Avenue;

5) Minimize the number of outdoor surface parking spaces, minimize outdoor parking spaces along the northerly side of the Property, and limit the number of adjacent outdoor surface parking spaces on the northerly side of the proposed main building to no more than four (4) adjacent parking spaces;

4) Minimize the number of outdoor surface parking spaces along the northerly side of the Property;

5) Limit the number of adjacent outdoor surface parking spaces on the northerly side of the proposed main building to no more than four (4) adjacent parking spaces;

6) No entrance/exit to enclosed parking located within the proposed main building shall be located on the northerly side of the proposed building; and

7) Provide no less than six (6) visitor parking spaces in addition to the minimum number of parking spaces otherwise required within the Greenwood Planned Development District.

b. Evidence that respondent will configure/design landscaping on the Property to address the following:

- Highly advantageous: A proposed Project that includes each of the below elements.
- Advantageous: A proposed Project that includes 2 of the below elements.
- Least advantageous: A proposed Project that includes less than 2 of the below elements.

1) Removal of existing fencing and damaged/diseased trees and vegetation along the northerly and southerly boundaries of the Property (subject to approval of abutters to the extent such is located on abutting properties);

- 2) Installation of new fencing and significant landscaping along the northerly and southerly boundaries of the Property so as to increase visual, light and sound buffers between the Property and neighboring properties; and
- 3) Design landscaping so as not to interfere with currently existing ocean views of any adjacent properties.

DRAFT

Appendix B-1: Greenwood Planned Development District Zoning

TO BE INSERTED

DRAFT

Appendix B-2: Development Impact Statement

The respondent shall submit a Development Impact Statement (“DIS”) which shall, at the request of the Selectmen, be prepared by an interdisciplinary team including a Registered Landscape Architect or Architect, a Registered Professional or Civil Engineer, and/or a Registered Surveyor, and shall include the following information in addition to any other such information requested in connection with the Project:

1. *Physical Environment.*

- a. Describe the general physical conditions of the Property, including amounts and varieties of vegetation, general topography, unusual geologic, archeological, scenic and historical features or structures, location of significant viewpoints, stone walls, trees over sixteen (16) inches in diameter, trails and open space links, and indigenous wildlife.
- b. Describe how the Project will affect these conditions, providing a complete physical description of the Project and its relationship to the immediate surrounding area.

2. *Surface Water and Subsurface Conditions.*

- a. Describe the location, extent, and type of existing water and wetlands, including existing surface drainage characteristics, both within and adjacent to the Property.
- b. Describe any proposed alterations of shorelines or wetlands.
- c. Describe any limitations imposed on the Project by the Property's soil and water conditions.
- d. Describe the impact upon ground and surface water quality and recharge, including estimated phosphate and nitrate loading on groundwater and surface water from septic tanks, lawn fertilizer, and other activities at the Property.

3. *Circulation Systems.*

Project the number of motor vehicles to enter or depart the Property per average day and peak hour. Also state the number of motor vehicles to use streets adjacent to the Property per average day and peak hour. Such data shall be sufficient to enable the Selectmen to evaluate (i) existing traffic on streets adjacent to or approaching the Property, (ii) traffic generated or resulting from the Property, and (iii) the impact of such additional traffic on all ways within and providing access to the Property. Actual study results, a description of the study methodology, and the name, address, and telephone number of the person responsible for implementing the study, shall be attached to the DIS.

4. *Support Systems.*

- a. *Water Distribution:* Discuss the water system proposed for the Property, means of providing water for firefighting, and any problems unique to the Property.
- b. *Sewage Disposal:* Discuss the sewer system to be used, and evaluate impact of sewage disposal on the wastewater treatment facility.
- c. *Refuse Disposal:* Discuss the location and type of facilities, the impact on existing Town refuse disposal capacity, and any hazardous materials requiring special precautions.
- d. *Fire Protection:* Discuss the type, location, and capacity of fuel storage facilities or other flammables, distance to fire station, and adequacy of existing firefighting equipment to confront potential fires on the Property.
- e. *Recreation:* Discuss the distance to and type of public facilities to be used by residents of the Property, and the type of private recreation facilities to be provided on the Property.
- f. *Schools:* Project the increase to the student population for nursery, elementary, junior high school, and high school levels, also indicating present enrollment in the nearest public schools serving these categories of students.

5. *Phasing.* Where development of the Property will be phased over more than one (1) year, indicate the following:

- a. Describe the methods to be used during construction to control erosion and sedimentation through use of sediment basins, mulching, matting, temporary vegetation, or covering of soil stockpiles. Describe the approximate size and location of the portion of the Property to be cleared at any given time and length of time of exposure.
- b. Describe the phased construction, if any, of any required public improvements, and how such improvements are to be integrated into site development.

6. *Certifications.* Provide a certification by a professional civil/site engineer that:

- a. The Project has been designed with all necessary catch basins, detention systems and other design elements to properly address water runoff resulting from the Project; and
- b. The Town water and sewer facilities that will connect to the Project have sufficient capacity to accommodate the Project without causing a reduction of service to existing properties.

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 Statement for a Transaction with a Public Agency Concerning Real Property
6. Certificate of Authority

DRAFT

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 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 trustees)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

(1) If a Proprietorship
Name of Owner: _____

ADDRESS	ZIP CODE	TEL. #
Business: _____	_____	_____
Home: _____	_____	_____

(2) If a Partnership
Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS

ZIP CODE

TEL. #

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____ ZIP CODE _____ TEL. # _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ ZIP CODE _____ TEL. # _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ ZIP CODE _____ TEL. # _____

(4) If a Limited Liability Company

Full Legal Name: _____

State of Formation: _____

Principal Place of Business: _____ ZIP CODE _____ TEL. # _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ ZIP CODE _____ TEL. # _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ ZIP CODE _____ TEL. # _____

(5) If a Trust

Full Legal Name: _____

Recording Information: _____

State of Formation: _____

Full names and address of all trustees:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature of Proponent: _____

Title: _____

Date: _____

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

Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Section 10 the following Certification must be provided:

“The undersigned certifies under 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.”

(Please Print)

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

City

State

Zip Code

No award will be made without certification of the above.

(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 _____

Tel. No. _____ Fax No. _____

Social Security No.

or

Federal Identification No.

Certified by State Office of Minority and Women Business Assistance (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)

**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:

See Exhibit A

(2) Type of Transaction, Agreement, or Document:

Disposition by Town of Swampscott

(3) Public Agency Participating in Transaction:

Town of Swampscott

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

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

NAMERESIDENCE

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

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

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been 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

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

Exhibit A

A certain parcel of land, with any improvements located thereon, lying in the Town of Swampscott, County of Essex, Commonwealth of Massachusetts, and bounded and described as follows:

Westerly by the continuation of Greenwood Court two hundred and fifty (250) feet; thence

Northerly by land now or formerly of Swampscott Land Trust three hundred and fifty two (352) feet; thence

Easterly by land now or formerly of Charles E. Phillips, and a proposed street three hundred and fourteen and nineteen hundredths (314.19) feet; thence

Southerly by land now or formerly of the Estate of Jeannie P. Chase three hundred and sixty (360) feet.

Containing Ninety Six Thousand Eight Hundred and Ten (96,810) square feet, more or less.

Being the same premises conveyed in a deed from David K. Phillips and Leonard H. Phillips to the Town of Swampscott, dated May 13, 1893, recorded with the Essex South District Registry of Deeds in Book 1380, Page 271.

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)

2016, 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 officer 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: