

**TOWN OF SHARON, MASSACHUSETTS**

**SACRED HEART REUSE COMMITTEE**

**REQUEST FOR DEVELOPER PROPOSALS  
for the Building and Land at the former  
Sacred Heart School property, East Foxboro  
and Cedar Streets, Sharon, MA 02067**

**Proposals Due: January 13, 2012, at 11:00 a.m.**

## **I. INTRODUCTION**

The Town of Sharon Board of Selectmen (the “Town”), acting through its Sacred Heart Reuse Committee (the “SHRC”), is seeking proposals to lease the former Sacred Heart School property, with an end use of a year-round recreational, cultural or educational nature. The Sacred Heart School property (the “Property”) consists of two adjacent parcels of land located at East Foxboro Street and Cedar Street. The Property would be leased to an RFP respondent (“Applicant”) for no less than ten (10) years. If necessary, the Board of Selectmen will seek authorization to enter into any lease in excess of thirty (30) years at the May 2012 Annual Town Meeting, pursuant to M.G.L. c. 40, § 3.

### **A. Property Description**

The Property was formerly owned and operated by the Brothers of the Sacred Heart as a school for boys. The Town acquired the Property in December 1974. The two parcels total approximately 5 acres of land. The first parcel, Parcel “N” on East Foxboro Street, measures 3.03 acres and consists of a parking lot for approximately 147 vehicles. The parking lot has two points of access on the public way. The remainder of Parcel “N” is wooded. Immediately adjacent to Parcel “N” (to the north) are four outdoor tennis courts and one outdoor basketball court, all owned and maintained by the Town. Deborah Sampson Park, a popular recreational area likewise owned by the Town, contains five baseball diamonds and a small shed. Deborah Sampson Park is located directly across East Foxboro Street (west) from Parcel “N.” Parcel “N” is currently subject to a local use restriction as a “senior center and indoor recreation facility” and/or as “active recreation.” A two-thirds ( $2/3^{\text{rds}}$ ) vote of Town Meeting will be needed to change the local use restriction. Section 1 of Chapter 249 of the Acts of 2002 allows the parcel to be used “as a senior center or recreational buildings and facilities or parking related and accessory to such senior center or recreational buildings.” A special act of the legislature will be needed to change the state use restriction.

The second parcel, Parcel “F” on Cedar Street, measures 2.17 acres. At present, Parcel “F” is occupied by a three-story masonry structure formerly used as a dormitory at the Sacred Heart School. According to the Sharon Department of Public Works, the dormitory structure is unsafe and unsuitable for future reuse and, as a result, must be razed. The structure was previously abated and contains no hazardous materials at this time. (The Town, however, does not warrant the accuracy of said condition. It remains the responsibility of the Applicant to verify such condition at the time of the Application.) The remainder of Parcel “F” is wooded. At present, vehicular access to Parcel “F” from Cedar Street is blocked. Adjacent to Parcel “F” (to the east) is a small skating pond and 27.37± acres of wooded land owned by the Town and used as a dog park and for passive and active recreation. Parcel “F” was acquired by the Town for “library, police or municipal office purposes.” In May 2010, Town Meeting voted to add “recreation” as a permissible use for Parcel “F.” A two-thirds ( $2/3^{\text{rds}}$ ) vote of Town Meeting will be needed to change the local use restriction.

The Town believes the above statements regarding the uses of the parcels to be accurate. However, it remains the responsibility of the Applicant to confirm all zoning, Town Meeting and statutory references.

The Property is identified on Assessor's Map 80 as Lots 87-2 (portion). See Norfolk County Registry of Deeds, Deed Book 5099, Pages 169-171, Plan 1102 of 1974, Plan Book 247.

## **B. Subdivision/Permits/Approvals**

All costs and responsibilities for obtaining subdivision approval, Property plan approval and releases for any easements, covenants, or any other restrictions on the Property shall be the responsibility of the Applicant. The Town will work with the Applicant to assist in the process, but cannot guarantee approvals by Town boards and committees.

## **C. Zoning**

The Property is located in the Sharon Rural 2 ("R2") Zoning District, as well as in the Groundwater Protection District and the Surface Water Protection District. Special Regulations regarding the Sharon Water Resource Protection District are set forth in the Zoning By-Laws of the Town of Sharon, Article III, Section 4500, *et seq.* Indoor/outdoor recreational facilities are allowed under the current R2 zoning regulations, as amended by Article 13 of the May 2010 Annual Meeting, which specifically authorizes such a use on land owned by a municipal body, other than land under the control of the Sharon Conservation Commission.

## **D. Other Information**

The Sharon Water Division Rules and Regulations require that all new construction for building permits issued on or after July 1, 2008 shall include ultra low flow toilets and washing machines. See Rules and Regulations, Article III, Paragraph 7.

# **II. PRE-PROPOSAL CONFERENCE**

A meeting will be held on October 24, 2011, at 2:00 p.m. at the Sharon Town Hall, 2<sup>nd</sup> floor Selectmen's Meeting Room, 90 South Main Street, for all persons interested in learning more about the requirements, restrictions, and the process outlined in this RFP. Attendance is not mandatory, but participation may provide insight useful to proposal participation. An exterior tour of the premises may follow the pre-proposal conference.

# **III. STATEMENT OF QUALIFICATIONS**

(see **Exhibit C**)

#### **IV. GENERAL TERMS AND CONDITIONS**

The following are the Terms and Conditions of the RFP:

- The Applicant shall be an individual, company, corporation or other legal entity with experience and expertise in community-based development and, preferably, with experience as well in the formulation and operation of public or private recreational, cultural or educational programs.
- The RFP is being issued by the SHRC on behalf of the Town, c/o Sharon Town Hall, 90 South Main Street, Sharon, MA 02067. Questions or comments will be accepted via e-mail sent to [rthaler@townofsharon.org](mailto:rthaler@townofsharon.org).
- The Town assumes no liability for any fees, costs or expenses incurred in connection with the preparation and/or submission of the RFP response by the Applicant, or for any other fees, costs or expenses incurred prior to the selection of an Applicant.
- All information contained in this RFP is believed to be complete and accurate. Nevertheless, it is the Applicant's sole responsibility to conduct its own due diligence and verify all factual statements contained herein.
- In the event it becomes necessary to revise any part of this RFP, revisions will be mailed or otherwise delivered to all prospective Applicants who received the RFP directly from the Sharon Board of Selectmen's Office, and will also be posted on the SHRC website, [www.townofsharon.net/Public\\_Documents/SharonMA\\_BComm/SHRC](http://www.townofsharon.net/Public_Documents/SharonMA_BComm/SHRC). It is the responsibility of each Applicant to periodically consult the SHRC website for revisions. The Town shall bear no responsibility or liability for copies of revisions lost in mailing or not delivered to a prospective Applicant due to unforeseen circumstances or circumstances beyond the Town's control.

#### **V. SUBMISSION REQUIREMENTS**

All proposals must be submitted in sealed packages containing one (1) original and ten (10) copies of the proposal clearly labeled as follows:

TITLE: "Proposal for Development of the Sacred Heart School Property"

FROM: Name and Address of Applicant(s)

TO: Sacred Heart Reuse Committee  
c/o Sharon Board of Selectmen  
Sharon Town Hall

90 South Main Street  
Sharon, MA 02067

**DUE: 11:00 a.m. (local time) January 13, 2012, at which time the bids will be publicly opened, read aloud and recorded.**

All proposals **must include** the following information. The absence of any such information shall be deemed an incomplete filing.

**A. Description of Intended Use (see Exhibit A)** - also see Part VI: Comparative Criteria and Checklist for favorable uses.

**B. Proposed Lease Terms (see Exhibit B)** - Clearly state in written word and numerical form the amount of the bid. The Town of Sharon has established a minimum lease price of \$10,000 per annum. At the Town's discretion, in cases where the evaluation committee feels that more than one proposal is "Highly Advantageous," the lease price may be the deciding factor.

**C. Statement of Qualifications (see Exhibit C)**

**D. Statement Of Environmental Intent (see Exhibit D)**

**E. Mailing Address of Applicant**—Include address, contact name, phone number, and Email address of the Applicant. Provide the names, addresses, phone numbers, and email addresses for each member if Applicant is a team.

**F. Deposit**—All Applicants must submit a certified bank check in the amount of \$1,000 or ten percent (10%) of the proposed annual lease amount, whichever is greater, payable to the Town of Sharon. The selected Applicant's deposit will be non-refundable and will be applied to the first year's lease payment. The Town of Sharon will retain the deposit in the event that the Applicant fails, through no fault of the Town of Sharon, to (a) execute the lease, (b) meet all requirements of the RFP.

**G. Evidence of Financial Ability**—Information that will demonstrate to the Town that the Applicant has the financial ability to lease, and financially operate the Property. All potential sources of funds to complete this project must be identified and explained in detail, including, but not limited to, any and all subsidies, grants, endowments or State and Federal funding that will potentially be used.

**H. Evidence of Insurability**—Documentation of ability to obtain appropriate workers compensation and general casualty/liability insurance coverage.

**I. Executed Disclosure of Beneficial Interest Statement**—In compliance with M.G.L.

c. 7, § 40J (see Exhibit E).

**J. Executed Affidavit**—Completed affidavit of non-conviction of crimes related to arson (M.G.L. c. 60, § 77B) and that Applicant (all principals) is/are not delinquent in the payment of any real estate taxes, or must be current with respect to any pre-existing repayment agreement with any taxing authority. The Applicant must also state if he/she/they ever had property which was foreclosed, and the circumstances leading to such foreclosure(s) (see Exhibit F)

**K. Acknowledgment of RFP Requirements**—Written acknowledgment of understanding of and agreement with the terms, conditions, and requirements contained within the RFP (see Exhibit G).

**L. Release Regarding Hazardous Materials**—Release of the Town from any liability for any release or discharge of hazardous materials on the subject Property (see Exhibit H).

**M. Certificate of Non-Collusion and Tax Compliance**—Certification that the proposal has been made in good faith, without collusion or fraud and that he, she, or they comply with the laws of the Commonwealth of Massachusetts (see Exhibit I).

**N. Certificate by Corporate Authority to Sign Consent**—A true copy, including an attached corporate seal, authorizing the Applicant to sign all bid documents, including all certifications and releases on behalf of his/her corporate entity and to bind said entity relative to these documents (see Exhibit J).

**O. Demolition Work Plan** – A detailed description of proposed demolition and removal procedures concerning the dormitory structure on Parcel “F” including, but not limited to, any pre-demolition activities, method of demolition, equipment, site fencing, location(s) of designated debris piles, sequence and timing of activities, debris removal, stockpiling, on-site processing, loading and traffic control.

## **VI. COMPARATIVE CRITERIA AND CHECKLIST**

All proposals that meet the minimal submission requirements (as outlined above) will be reviewed for eligibility in accordance with the comparative criteria listed below. Applicants who meet the minimum requirements, but do not meet the following comparative criteria, may still apply, but will only be considered if no eligible Applicants meet all of the minimum and comparative criteria:

[see attached Matrix]

## **VII. LEASE AGREEMENT TERMS AND CONDITIONS**

The following terms and conditions may be included in any lease agreement executed by and between the Town of Sharon and the Applicant pursuant to this RFP:

1. The lease shall be by and between the Town of Sharon, acting through its Board of Selectmen, and the Applicant and these parties shall receive any and all notices under said lease.
2. The Applicant must execute a lease agreement with the Town of Sharon within thirty (30) days of notice by the acceptance by the Town of the Applicant's proposal. The Town reserves the right to waive or extend this deadline.
3. The Applicant must file for applicable approvals and permits for the property within three (3) months of the commencement of the lease of the property from the Town to the Applicant. The Town reserves the right to waive or extend this deadline.
4. The Applicant is leasing the property "as is" and shall be solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirement necessary to use, rehabilitate or otherwise improve the property.
5. The term of the lease shall be a minimum of 10 years, subject to the approval of the Sharon Town Meeting and may include a renewal option.
6. Lease payments shall be made by the Applicant on a monthly basis and shall be due on the first day of each month (or the next business day).
7. The Applicant shall be responsible for all maintenance, cleaning, utilities, rubbish disposal, snow removal, and liability and casualty insurance for the Property, and shall bear all costs associated with the same. The Applicant shall also be responsible for the payment of all property taxes assessed on the Property during the term of the lease agreement.
8. This RFP along with the Applicant Bid submissions shall be incorporated by reference into the lease agreement, shall become a part of the lease agreement and all terms and conditions set forth in these documents shall be binding upon the parties.
9. Any amendments to the Lease Agreement must be in writing signed by the parties.
10. The Applicant may not assign or sublet any portion of the Property without the prior written approval of the Town of Sharon such approval shall not be unreasonably withheld.
11. The Applicant may not engage in any activities on the Property that would constitute a violation of the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

12. Upon sufficient written notice and opportunity to cure, the Town of Sharon reserves the right to terminate the lease should the Applicant fail to comply with any portion of this RFP or the Proposal submitted by the Applicant. If the Applicant fails to fully comply with his/her Proposal, the bid and all invested expenses shall become the property of the Town.

13. The lease and any documents incorporated therein shall constitute the entire agreement between the parties.

## **VIII: MISCELLANEOUS**

### **A. Amendments/Modifications to Proposals**

The Applicant may, at any time prior to the deadline for submission of the Proposals, amend or modify a Proposal by submitting the amendment/ modification in a sealed package containing one (1) original and twelve (12) copies of the amendment/modification and clearly marked with the following information:

TITLE: "AMENDMENT TO SACRED HEART REUSE COMMITTEE REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF THE SACRED HEART SCHOOL PROPERTY"

FROM: Name and Address of Applicant-candidate(s)

TO: Sacred Heart Reuse Committee  
c/o Sharon Board of Selectmen  
Sharon Town Hall  
90 South Main Street  
Sharon, MA 02067

### **B. Withdrawal of Proposals**

Any Applicant may withdraw his/her/their Proposal at any time prior to the deadline established in this RFP. Those wishing to withdraw a Proposal must provide a written authorization and/or acknowledgment that the Proposal is being withdrawn and that the Town is not held responsible for any damage as a result of the Proposal withdrawal.

### **C. Rejection of Proposals**

The Town reserves the right to reject any or all Proposals.

### **D. Authorization to Lease**

The Town of Sharon Board of Selectmen will execute the lease agreement between the Town and the Applicant upon Town Meeting authorization.

### **E. Addenda**



Any addenda to the RFP will be sent by mail or email to those who received a copy of the RFP from the Board of Selectmen. The Town will not be responsible for notifying anyone who received a copy of the RFP from anyone other than the Board of Selectmen's office. If it is not possible to notify all parties who officially received an RFP prior to the deadline for submission, the Town reserves the right to extend the deadline for submission. Any and all supplemental instructions will be in the form of written addenda to the RFP and, if issued, will be sent with a signed receipt requested, no later than three (3) days prior to the date fixed for the opening of proposals (see Exhibit G). Failure of any Applicant to receive any addenda shall not relieve the Applicant from any obligations under the proposal as submitted. It will be the Applicant's responsibility to periodically check the Sacred Heart website for updates/addenda to the RFP.

#### **F. Request for Interpretation**

No oral interpretation of the meaning of RFP requirements, zoning regulations, or property conditions will be made. Every request for such interpretation shall be in writing addressed to the Sacred Heart Reuse Committee, c/o Sharon Board of Selectmen, Sharon Town Hall, 90 South Main Street, Sharon, MA 02067 or at [rthaler@townofsharon.org](mailto:rthaler@townofsharon.org) and, to be given consideration, must be received seven (7) days prior to the date fixed for the opening of proposals. Failure of any Applicant to receive any interpretation shall not relieve the Applicant from any obligations under the proposal as submitted.

#### **G. Conditions**

Submission of a proposal in response to this RFP constitutes an agreement by Applicant and any and all grantees in any subsequent lease from the Town to be bound by and comply with all provisions of the entire RFP, including the following conditions, which shall survive the execution and acceptance of a lease of the subject property:

1. That the property in question, whether occupied or not, shall be in compliance with any and all applicable building, sanitary, fire and health codes by the Applicant.
2. That upon execution of the lease, any documents or plans relevant to the lease shall be recorded at the Applicant's expense in the Registry of Deeds, and proof of such recording will be submitted to the Town.
3. That the Applicant shall pay for any and all recording fees and documentary tax stamps as may be applicable to the lease of this property.
4. That the Applicant must comply with, execute, and include with the proposal the affidavit of compliance with the provisions of M.G.L. c. 7, § 40J.
5. That the Applicant must pay any and all real estate taxes as may be due, in compliance with M.G.L. c. 44, § 63A as amended.
6. The Applicant must execute and include with the proposal, (as required under M.G.L. c. 60, § 77B,) an affidavit of non-conviction of crimes related to arson and that he/she/they are not

delinquent in the payment of any real estate taxes, or must be current in a pre-existing repayment agreement with any taxing authority. The Applicant must also state if he/she/they ever had property which was foreclosed, and the circumstances leading to such foreclosure(s).

7. That the Applicant has not relied upon any representations by the Town regarding the presence of any hazardous materials on the property, and holds the Town harmless from any and all liability for same (see Exhibit H).

8. All Applicants must certify that the Proposal has been made in good faith, without collusion or fraud and that he/she/they is/are in compliance with the laws of the Commonwealth of Massachusetts (see Exhibit I).

9. All Applicants must acknowledge receipt of any RFP addenda, if issued (see Exhibit K). Failure to acknowledge receipt of all amendments may cause Proposal to be considered non-responsive to the invitation, which will require rejection of the Proposal. It is the responsibility of the Applicant to periodically check the Sacred Heart website for updates.

10. All applicants must certify that demolition and removal of the existing dormitory structure on Parcel "F" will be conducted in accordance with all State and local laws.

#### **I. Compliance History**

The Town will review the Applicant's history of compliance with the health codes and building codes. Applicant must also state whether there are any outstanding code violations on any properties in which he/she/it currently has an ownership or other interest.

**Exhibit A: DESCRIPTION OF INTENDED USE**

A. Required: Description of intended use of the Property to include:

- Description of all activities to take place on the Property;
- Calendar of activities, include typical daily schedule(s) as applicable;
- Approximate number of participants and staff using the facility;
- Proposed alterations and improvement plan for building and grounds;
- Description of Property preservation and conservation intent; and
- Maintenance and custodial plan for buildings and grounds.

B. Optional:

Additional information describing benefits available to the Town of Sharon and its citizens as a result of the Applicant's tenancy.

**Exhibit B: PROPOSED LEASE TERMS****A. Required:**

- Total annual lease payments
- Schedule of payments
- Term of lease (minimum 10 years )
- Lease options

**B. Optional:**

- Lease hold improvements
- Other compensation

### **Exhibit C: STATEMENT OF QUALIFICATIONS**

All interested Applicants should submit a statement of qualifications to include:

**A. Required: An Applicant Background Statement to include:**

1. Firm name;
2. Addresses, e-mail addresses and telephone numbers of all firm offices;
3. Structure of firm, e.g. sole proprietorship, partnership, corporation, nonprofit;
4. Size of firm;
5. Years firm has been in business;
6. Financial information in the form of a current financial statement and balance sheet;
7. Information regarding the experience of the Applicant;
8. Names of principals in firm;
9. Educational and experiential background of principals;
10. Qualifications for operation of proposed use;
11. List of other similar activities managed or operated by Applicant;
12. Listing of any actions (within the last 10 years) taken by any regulatory agency involving the firm or its agents or employees with respect to any work performed;
13. Listing of any litigation (within the last 10 years) involving the firm or its agents or employees with respect to any work performed;
14. Names of persons who can be contacted as references. At least three (3) references must be provided; and
15. Demonstration of ability to obtain all appropriate casualty/liability insurance coverage applicable to the proposal;

**B. Optional:**

- More detailed descriptions, such as photographs, video or project brochures of specific activities referenced as relevant experiences, may also be included.

### **Exhibit D: STATEMENT OF ENVIRONMENTAL INTENT**

The Applicant must submit a comprehensive Green Plan that will include all of the following:

- Plan for the efficient use of energy and water;
- Conservation Plan for the Property's plants, animals, endangered species and natural habitats;
- Plan to protect the Property environment with use of non-hazardous soaps and cleaning agents;
- Traffic Plan in sufficient detail for the scope of its offered services including Bus and/or car drop off and staff;
- Plan for on-site and /or off-site parking for staff, visitors and clients; and
- Plan for waste reduction and disposal, waste and water use and recycling and Property management of sewerage and organic wastes as may apply.

## EXHIBIT E

### Disclosure of Beneficial Interests in Real Property Transaction (In compliance with M.G.L. c. 7, § 40J)

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c.7, 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: The Town of Sharon
2. Complete legal description of the Property: \_\_\_\_\_
3. Type of transaction: Lease for \_\_\_\_ years
4. Lessor(s): The Town of Sharon  
Lessee(s): \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name Address

Disclosure of Beneficial Interests in Real Property Transaction (page 1 of 2)

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name Title or position

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 5 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

Disclosure of Beneficial Interests in Real Property Transaction (continued)

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

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

Printed Name: \_\_\_\_\_

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

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

Disclosure of Beneficial Interests in Real Property Transaction (page 2 of 2)

**EXHIBIT F**

Certification (Tax Affidavit)

(Required under M.G.L. c. 60, § 77B)

\_\_\_\_\_ certifies that he/she has never been convicted of a  
(Name)  
crime involving the willful and malicious setting of a fire or of a crime involving the  
aiding, counseling or procuring of a willful and malicious setting of a fire, or a crime  
involving the fraudulent filing of a claim for fire insurance; and is not delinquent in the  
payment of real estate taxes to the Town of Sharon or any other City or Town.

Executed under the pains and penalty of perjury on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2011.

(Signature)

COMMONWEALTH OF MASSACHUSETTS

[county name], ss. \_\_\_\_\_, \_\_\_\_\_ 20 \_\_\_\_

Then personally appeared the above named \_\_\_\_\_  
and acknowledges the foregoing to be the free act and deed of himself/herself, as  
aforesaid and upon oath swears to the veracity of the above statement.

Notary Public

My commission expires:



**EXHIBIT G**

Acknowledgment of RFP Requirements

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name (Print) Title

Organization

hereby acknowledge that I fully understand the terms, conditions and requirements  
contained within the Request For Proposals for Development of Sacred Heart School Property.

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

Date:

## **EXHIBIT H**

### **Release Regarding Hazardous Materials**

The Undersigned hereby releases the Town of Sharon its officers, boards, committees, employees and agents from any and all liability arising out of or resulting from the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form on the Property of the former Sacred Heart School Property, Parcel N located on East Foxboro Street, Sharon, Massachusetts and Parcel F on Cedar Street (hereinafter "Sacred Heart School Property"), including but not limited to asbestos, asbestos products, polychlorinated biphenyl or other toxic substances.

The Undersigned acknowledges and agrees that it has not relied upon any representations by the Town of Sharon its officers, boards, committees, employees or agents with respect to the presence of hazardous materials on the Sacred Heart School Property except to the extent disclosed herein.

The Undersigned further acknowledges and agrees that to the fullest extent permitted by law, it shall indemnify and hold harmless the Town of Sharon, its officers, boards, committees, employees or agents, from and against any and all claims, liabilities, losses, damages, costs or expenses of any nature and description whatsoever, including, but not limited to, the costs of defending any action on account of any injury or damage to buildings, improvements or property of the Town or of any person, firm, corporation or association, and/or on account of any injury (including death) to any person or persons arising out of or in connection with the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form on the Sacred Heart School Property.

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

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

Company : \_\_\_\_\_

Date:

## **EXHIBIT I**

### **Certificate of Non-Collusion**

The undersigned certifies under the pains and penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature:

Print Name:

Organization:

Date:

### **Tax Compliance Certification**

Pursuant to M.G.L. c. 62C, § 49A, I certify under the pains and penalties of perjury that, to the best of my knowledge and belief, the Applicant is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature:

Print Name

Organization

Date;

## EXHIBIT J

### Certificate by Corporate Authority to Sign Contract

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

\_\_\_\_\_ held on \_\_\_\_\_  
(Name of Corporation) (Date)

at which all Directors were present or waived notice, it was voted that,

(Name) (Officer)

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any such Contract or obligation in this Company's name on its behalf by such

\_\_\_\_\_ under seal of this company, shall be valid and binding upon

(Officer)

this Company.

A TRUE COPY

ATTEST: \_\_\_\_\_

(Clerk)

PLACE OF BUSINESS \_\_\_\_\_

DATE OF THIS CONTRACT \_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
\_\_\_\_\_ that \_\_\_\_\_ is the duly  
elected \_\_\_\_\_ of said 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 Contract.

Name

Corporate Seal

## **EXHIBIT K**

### **RPF Addenda Receipt Page**

The undersigned acknowledges receipt of the following amendments to the RFP for the Building and Land at the former Sacred Heart School property, East Foxboro and Cedar Streets, Sharon, MA 02067, dated \_\_\_\_\_, 2011.

(Give number and date of each):

Amendment No. \_\_\_ Date:

Amendment No. \_\_\_ Date:

Amendment No. \_\_\_ Date:

Amendment No. \_\_\_ Date:

Amendment No. \_\_\_ Date:

Amendment No. \_\_\_ Date:

Amendment No. \_\_\_ Date:

Failure to acknowledge receipt of all amendments may cause the submitted Proposal to be considered non-responsive to the invitation, which will require rejection of the Proposal.

Signature

Title

Print Name

Title

Organization

	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
1. Site Preservation	Raze existing structure; preserve land and building site consistent with neighborhood and all current recreational uses; preserve existing tennis courts and basketball courts; maintain current parking capacity; and maintain access to all walking trails and dog park.	Raze existing structure; preserve land and building site consistent with some current recreational uses; maintain current parking capacity; and maintain access to all walking trails and dog park.	Raze existing structure; no current recreational uses preserved; and current parking capacity significantly reduced.	Existing structure left intact; recreational uses prohibited; and current parking capacity eliminated.
2. Use-Description of Proposed Use of Property	Year-round recreational, cultural or educational facility that may include indoor swimming pool, health club, sports club, day care facility, medical facility; expand or maintain all current outdoor recreational uses.	Year-round recreational, cultural or educational facility that may include indoor swimming pool, health club, sports club, day care facility, medical facility; maintain some current outdoor recreational uses.	Recreational, cultural or educational facility other than indoor swimming pool, health club, sports club, day care facility, medical facility; limited outdoor recreational use.	Commercial or retail use unrelated to recreation; no outdoor recreational use; residential
3. Site Development	Includes green/open space/natural vegetation; pervious materials; in manner that	Includes green/open space; pervious materials; in manner that requires no or only limited	Includes green/open space; pervious materials; in manner that requires relief from current	No current regulatory requirements met for green/open space, impervious

	meets or exceeds current regulatory requirements	relief from current regulatory requirements	regulatory requirements	materials or parking
4. Site Development	To be completed within 12-18 months; all outdoor recreational improvements (tennis courts, basketball courts) to be completed at same time	To be completed within 18-24 months; all outdoor recreational improvements to be completed at same time	To be completed within 18-24 months; outdoor recreational uses eliminated or unimproved	Completion to exceed 24 months; outdoor recreational uses eliminated
5. Site Development Budget	100% financing available; provide complete list of development costs with realistic and accurate estimates for all phases of construction	100% financing available; provide general but realistic development cost estimates	Less than 100% financing available; provide unrealistic or incomplete development cost estimates	No financing available; provide no development budget
6. Financial-Status/Evidence of Financial Ability	Provide two years of financial statements, bank pre-qualification letter, lender references showing source of funds for acquisition, construction, site development, permanent financing for property operation, and	Provide letters of interest from lenders, and lender references showing source of funds for acquisition, construction, site development and permanent financing for property operation	Meets requirements of minimum criteria only (see Part V (G) above)	Does not meet requirements of minimum criteria only (see Part V (G) above)

	letters of interest from prospective tenants (if applicable)			
7. Septic System—Alternative Waste Disposal System	Proposal shows net reduction of nitrates and water mounding and overall “environmentally friendly” system	Proposal shows neutral net impact on nitrates and water mounding and overall “environmentally friendly” system	Proposal shows neutral net impact on nitrates and water mounding	Proposal shows increased net impact on nitrates and water mounding
8. Lease Price	Offers Town highest lease rate with periodic escalators	Offers Town less than highest lease rate with periodic escalators	Offers Town lowest lease rate with no periodic escalators	Below minimum bid price
9. Community Access	Encourages community use of property at times not in conflict with proposed use with preference given to Sharon residents	Permits community use of property at times not in conflict with proposed use	Permits limited community use of property at times not in conflict with proposed use	No preferences granted to Town residents
10. Term	Longest Available	Less than longest available	Shortest available	Below minimum
11. Environmental Impact	Proposed plan exceeds stated environmental guidelines	Proposed plan meets stated environmental guidelines	Proposed plan meets stated environmental guidelines	Proposed plan fails to meet stated environmental guidelines/no proposed environmental plan submitted
12. Improvement Plan	Proposed plan includes significant improvements at no cost to Town	Proposed plan includes moderate improvements at no cost to Town	Proposed plan includes minimal improvements at no cost to Town	No proposed improvement plan submitted