



TOWN OF BRAintree
1 JFK Memorial Drive
Braintree, MA 02184

**Skating Rink and Swimming Pool
Design, Construction, & Management**

Due: September 14, 2012 at 12:00 p.m.

Awarding Authority:

Mayor, with the recommendation of the Rink/Pool Contractor Evaluation Committee and the Finance Director.

Contact:

Peter Morin, Chief of Staff and Operations
Braintree Town Hall
1 JFK Memorial Drive
Braintree, MA 02184
pmorin@braintreema.gov

REQUEST FOR PROPOSALS (RFP)
TOWN OF BRAINTREE
SKATING RINK and SWIMMING POOL
DESIGN, CONSTRUCTION, & MANAGEMENT

- I. General Information**
- II. Proposal Submission Requirements**
- III. General Requirements**
- IV. Technical Proposal Requirements**
- V. Price Proposal Requirements**
- VI. Rule for Award**
- VII. Evaluation Criteria**
- VIII. Appendices**
 - A. Technical Proposal Form**
 - B. Price Proposal Form**
 - C. Non-Collusion Form**
 - D. Tax Compliance Form**
 - E. Chapter 151 of the Massachusetts Legislature Special Acts of 2011**

The Town of Braintree seeks proposals from interested parties for the proposed design, construction and operation of a swimming pool and skating rink on a six-acre parcel on the campus of Braintree High School.

I. General Information

- A. Background:** The Town of Braintree seeks to improve its recreational and athletic facilities. As part of this effort the Town seeks proposals from interested parties to design, build and operate a skating rink and swimming pool on a six acres of land located on the campus of Braintree High School. This site was chosen due to its central location within the Town and readily available parking and infrastructure. The campus is located at the intersection of Town and Granite Streets, less than one mile away from Interstate Route 93 and Route 3 also known as “the Braintree Split.” The proposed location would readily support a Junior Olympic size pool, a skating rink with one or two sheets of ice and 90 parking spaces to be added to the existing 300 space parking lot. The Town has approximately \$1.5 million available in the Augustus Petersen Trust to assist in the financing of the construction of a municipal swimming pool.

- B. **Awarding Authority:** Mayor, with the recommendations of the Rink/Pool Contractor Evaluation Committee and the Finance Director. The Rink/Pool Evaluation Committee shall be appointed by the Mayor, and shall consist of one representative from the Town Council, one representative from the School Committee, representatives from the Town with knowledge of design construction, engineering, and/or operation of facilities similar to this Recreation Facility, and other professionals with relevant experience.
- C. **Special Legislation:** The Town sponsored recently enacted special legislation, Chapter 151 of the Acts of 2011 that allows this project to follow a “design build” process. The legislation provides interested parties the flexibility to choose the design of the facility they feel they can build and operate efficiently and profitably while meeting the requirements of the Town. The legislation also allows the Town to enter into a lease of fifty (50) years with the operator of the facility, with an option held by the Town to renew for an additional five years.
- D. **Planning and Zoning:** The six acre parcel is currently zoned as open space and construction of a rink and a pool is not an allowed use. Concurrent with issuance of the RFP, the Mayor will propose an amendment to the Zoning Ordinances which will allow for the proposed use.
- E. **Scope of Services:** The Town of Braintree would like proponents to propose the construction, development and operation of a swimming pool and skating rink. Specifically, the pool shall be a year round Junior Olympic size (75 feet long by 70 feet wide) with a one meter diving board, diving area with twelve (12) foot depth and twenty (20) foot head clearance and a walk in area. The rink shall consist of at least one ice surface 200 feet long and 85 feet wide. The rink may be either seasonal or year round. Both the rink and the pool must meet the requirements to accommodate Massachusetts Interscholastic Athletic Association competition.

Sufficient land will be provided by the Town to allow for a second ice surface of identical length. Locker rooms for school sports teams, changing areas, spectator stands that accommodate not less than five hundred (500) persons for the skating rink although preference will be given to proposals that provide sufficient seating to host MIAA tournament games. Concession facilities should also be included in submitted proposals. The use of cogeneration technology in association with the Braintree Electric Light Department is also available to the bidders.

The Town seeks a high quality product completed within the timeframe provided so that the pool and one ice surface will be available no later than the 2013-2014 season. The Town also seeks proposals that will provide Braintree Public School teams and

community programs with preference as to rental of practice and competition times and also sets aside times for community skating and swimming. The rates and schedule should be competitive, yet maintain opportunities for school and recreational programs without causing the facility to operate at a loss.

The Town also seeks a sustained source of revenue or other compensation in return for use of its land and its provision of \$1.5 million.

II. Proposal Submission Requirements

- A. Proposals are to be submitted to: Office of the Mayor, Braintree Town Hall, 1 JFK Memorial Drive, Braintree, MA 02184 by mail, or in person until 12:00 p.m. on **September 14, 2012**, at which time technical proposals will be opened. Proposals will not be opened publicly. Postmarks will not be considered. The Town shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, Town Hall is closed due to uncontrolled events, bids will be accepted until 12 p.m. on the next full day that Town Hall is open. For the purposes of determining whether a bidder has met the deadline, the clock in the office of the Mayor shall indicate the official time. No individual extensions of this deadline will be granted.
- B. Each proposer must submit one bid package. Inside the bid package must be two sealed envelopes. The outside package and each envelope are to be marked with the bidder's name and address, and "Town of Braintree Rink/Pool". First envelope also to be marked: "Technical Proposal". Second envelope also to be marked: "Price Proposal".
- C. A Proposer may correct, modify, or withdraw a proposal by written notice received by the Town prior to **September 14, 2012**. Each modification package must contain two sealed envelopes. The outside package and each envelope are to be marked with the bidder's name and address and "Town of Braintree Rink/Pool, Modification # ____". First envelope also to be marked: "Technical Proposal". Second envelope also to be marked: "Price Proposal". Each modification package must be numbered in sequence.
- D. The contract will be awarded by the Town of Braintree within 60 days after the proposal due date. The time for award may be extended by mutual agreement between the Town and the responsible and responsive proposer.
- E. Questions concerning this request for proposals (RFP) must be made in writing no later than September 4, 2012. Questions may be delivered, mailed, or e-mailed to:

Peter Morin, Chief of Staff and Operations
Braintree Town Hall
1 JFK Memorial Drive
Braintree, MA 02184
pmorin@braintreema.gov

- F. If necessary to maintain a fair and equal bidding environment, the Town will issue addenda to all Proposers who have requested bid packages. Addenda will be mailed, faxed, or e-mailed to all Contractors on record as having requested the RFP. Nevertheless, Proposers shall be responsible for ensuring that all addenda are in receipt prior to the proposal deadline. The Town will require acknowledgement of any addenda issued to be included on the proposal form. No addenda will be issued later September 7, 2012.
- G. After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing.
- H. Any proposal which is not according to prescribed form, incomplete, not properly signed, or contrary to the instructions and requirements contained in the Request for Proposals may be rejected by the Town of Braintree. Conditional proposals will not be accepted.
- I. The Town may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that the cancellation or rejection services the best interests of the Town of Braintree.
- J. Proposals (Technical and Price) must be signed as follows: 1) If the Proposer is an individual, by her/him personally; 2) If the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer.

III. General Requirements

- A. The Contractor will be required to carry insurance in the following amounts, naming the Town of Braintree as additional insured:
1. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
 2. Automobile Liability in the amount of \$500,000 for bodily injury and property damage;
 3. Professional Errors and Omissions Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate; and
 4. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.
- Further, the Contractor will be required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added.
- B. Any contract for the construction of the Recreational Facility shall be subject to Sections 26 to 27H, inclusive, of Chapter 149 of the General Laws.
- C. The Mayor has waived the application of the Town's Responsible Employer ordinance to this project.
- D. It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharging, compensation, or terms conditions or privileges of employment because of race, color, religious creed, ancestry, handicap, national origin, sex, age, or sexual orientation.
- E. The provisions of the Special Legislation, known as Chapter 151 of the Massachusetts Legislature Acts of 2011, are hereby made part of this Request for Proposals. A copy of the legislation is attached to the RFP as Appendix E. Any proposal must comply with the provisions of the Special Legislation.

IV. Technical Proposal Requirements

- A. Name, address, telephone number, name of contact person of the bidder;
- B. A description of the general skills nature of operation of the bidder, including whether the bidder is a for-profit or non-profit organization;
- C. Resumes of the principals who will be overseeing the design, engineering and construction of the facility;
- D. If a joint venture is proposed, the above information for all the parties to the joint venture and the role of each party in the joint venture. If the application is submitted by an agent, the identification of and statement of authority to act on behalf of the principal;
- E. Prior similar projects developed by the responder including name, location, date and name of owners for which similar projects were completed. This list shall identify reference contacts for each cited project.
- F. A list of other municipalities or non-profit entities with which the bidder has contracted to perform similar projects with the names and telephone numbers of the primary contacts at those municipalities;
- G. A plan of services, which may be incorporated into a contract with the Town, following negotiations, if necessary, containing all steps that the bidder will perform in each phase of the project;
- H. A drawing of the proposed facility which details the specifications of the swimming pool, whether the rink is year-round or seasonal and whether it consists of one or two sheets of ice, square footage of ice surface, type of flooring or base beneath the ice surface and eave height. Locker facilities should be detailed including number of locker rooms for high school teams, public locker areas, whether locker areas include bathrooms or showers, referee's rooms, function rooms and public bathrooms or showers. Grandstands for the skating rink should accommodate not less than five hundred (500) spectators. Concessions, pro shops and other features should be detailed including nature of operation and who would retain the revenue from the proposed facilities. The plans should also detail wall thickness, materials used in wall construction and insulation, roof design and materials and foundation design, materials and insulation. Electrical designs shall at minimum meet all state energy codes and describe lighting, switching and chiller system. Plumbing designs shall detail toilet efficiency Zamboni room, snow melt pit, whether a melt pit will reuse "grey water" and water tank controls. Plans should also detail the type of thermal

break to be used between the rink and the pool. The heating ventilation system including climate control and dehumidification shall be included in the plans. The Zamboni and edger shall be electric and meet with applicable indoor air quality standards.

- I. The pool design shall include total square footage of the planned facility, length and width of pool (75 feet long by 70 feet wide at minimum) one meter diving board with diving area (12 foot depth with 20 foot head clearance and a walk in area), materials to be used in construction, roof and drainage design, climate control system including heating, ventilation, dehumidification and temperature control, locker rooms, water heating system, shower areas, spectator stands to accommodate at minimum 250 people, concessions and pro shops including revenue retention.
- J. A proposed plan of operation which shall include a business plan detailing the hours that will be made available and the amounts charged to the Braintree Public Schools teams, Braintree recreational programs and for community use, amounts to be charged to the public at large, operation of concessions and sport related equipment shops, naming rights, advertising and any other anticipated revenue producing activity. The plan should also identify the costs of operation including identifying the number and types of employees anticipated to be hired or contracted to operate the facility, cost of utilities, supplies, materials, insurance and any and all other expenses related to the operation of the facilities.
- K. A detailed description of the manner in which the construction and operation of the facility shall be financed including but not limited to approximate amount to be financed, identification of investors, banks, mortgage companies, real estate investment trusts or other financial institutions providing financing, the extent to which the pool and rink facility or income derived from the facility's operation will be used to secure financing and the nature of the security.
- L. A copy of the Proposer's credit rating from one of the following agencies. If a joint venture, a copy for each joint venture partner.
 - a) Dun and Bradstreet
 - b) Experian
 - c) Equifax
 - d) Trans Union

- M. A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect Proposer's ability to perform contractually. If a joint venture, the disclosure is required for each partner in the joint venture.
- N. Disclosure of whether or not the Proposer (or one of the joint venture partners) has been dismissed or disqualified from a bid/contract within the past five years, and if yes, the reason(s) why.
- O. Non-Collusion Form (Appendix C)
- P. Statement of Tax Compliance (Appendix D)

V. Price Proposal Requirements

The Proposer will detail the revenue stream to the Town of Braintree for each of the fifty years of the lease.

VI. Rule for Award

The Town will select the responsive and responsible contractor submitting the most advantageous proposal taking into consideration the evaluation of the project design, the plan of services, the plan of operations, the contractor's experience with similar projects, and the overall benefit to the Town (monetary & non-monetary).

VII. Evaluation Criteria

(Experience, Qualifications, Financial Outlook, Design Quality, Appearance, Plan of Services, Plan of Operations, Financing Plan, Advantages for Braintree Residents)

All proposals that meet the minimum criteria will be reviewed by the Mayor, Rink/Pool Contractor Evaluation Committee, and the Finance Director for responses to the comparative evaluation criteria. Each criterion will be assigned a rating of Highly Advantageous, Advantageous, Non-Advantageous, and Unacceptable. The three responsive proposers with the highest ratings will be invited to give an oral presentation to the Committee.

After all of the ratings have been compiled, the price proposals will be opened. (Price proposals will not be opened in public.) The Town will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration the overall financial benefit to the Town and all evaluation criteria set forth in the proposal.

Criteria	Highly Advantageous	Advantageous	Non-Advantageous	Unacceptable
References	3 Very Favorable References from the Owner Representatives of 3 similar projects	2 Very Favorable References from the Owner Representatives of 2 similar projects	1 Very Favorable References from the Owner Representatives of 1 similar project	No Very Favorable References from the Owner Representatives of similar projects
Qualifications of Key Personnel	All Project Partners have fifteen or more years of experience with projects of similar size and scope.	All Project Partners have ten or more years of experience with projects of similar size and scope.	All Project Partners have five or more years of experience with projects of similar size and scope.	One or more Project Partners has less than five years of experience with projects of similar size and scope.
Financial Outlook	Superior Credit Rating. No pending conditions affecting firm's ability to perform, as evaluated by Finance Director	Good credit rating. No pending conditions affecting firm's ability to perform, as evaluated by Finance Director.	Marginal Credit Rating. Presence of a condition which could affect the firm's ability to perform, as evaluated by the Finance Director.	Poor Credit Rating. Presence of more than one condition which could affect the firm's ability to perform, as evaluated by the Finance Director.
Design	Design uses superior materials and includes a layout which optimizes realization of project goals.	Design uses suitable materials and includes a layout which meets project goals.	Design uses adequate materials and requires minor adjustments to achieve project goals.	Design uses less desirable materials and/or requires substantial adjustments to meet project goals.
Exterior Appearance	Exterior Facility Design is rated by the Committee as "Highly Attractive."	Exterior Facility Design is rated by the Committee as "Attractive."	Exterior Facility Design is rated by the Committee as "Acceptable"	Exterior Facility Design is rated by the Committee as "Unattractive"
Interior Appearance	Interior Facility Design is rated by the Committee as "Highly Attractive."	Interior Facility Design is rated by the Committee as "Attractive."	Interior Facility Design is rated by the Committee as "Acceptable"	Interior Facility Design is rated by the Committee as "Unattractive"
Plan of Services (Project Plan)	The Plan of Services proposes a very detailed, logical, and highly efficient scheme for designing and building the facility.	The Plan of Services proposes a logical, credible, and efficient scheme for designing and building the facility.	The Plan of Services proposes a reasonable but unremarkable scheme for designing and building the facility.	The Plan of Services is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary for designing and building the facility.

Criteria	Highly Advantageous	Advantageous	Non-Advantageous	Unacceptable
Plan of Operations (Management Plan)	The Operations Plan meets all program objectives and provides an excellent opportunity for customer satisfaction and revenue	The Operations Plan meets all program objectives and provides a very good opportunity for customer satisfaction and revenue	The Operations Plan meets most program objectives and provides an adequate opportunity for customer satisfaction and revenue	The Operations Plan fails to meet program objectives and provides a poor opportunity for customer satisfaction and revenue.
Financing Plan	A comprehensive financing plan is proposed, which in the judgment of the Finance Director has an excellent probability of success.	A comprehensive financing plan is proposed, which in the judgment of the Finance Director has a very good probability of success.	The financing plan lacks sufficient detail to make a judgment about its probability of success.	A financing plan is proposed, which in the judgment of the Finance Director, is unlikely to succeed.
Advantages for Braintree Residents	Braintree Town <u>and</u> School programs receive substantial financial and scheduling advantages for the rink and pool.	Braintree Town <u>and</u> School programs receive a reasonable number of financial and scheduling advantages for the rink and pool.	Braintree Town or School Programs receive some financial or scheduling advantages, for either the rink or pool.	Braintree Town and School programs receive minimal financial or scheduling advantages for the rink and pool.

APPENDIX A---TECHNICAL PROPOSAL FORM (REQUIRED)
TOWN OF BRAINTREE SKATING RINK/SWIMMING POOL PROJECT

Name and Address of Company:

Contact Person for this Proposal:

Name: _____

Phone: _____

E-Mail: _____

REQUIRED ATTACHMENTS:

1. Technical Proposal as Required by Section IV
2. Resumes as Required by Section IV
3. References, with contact information, as Required by Section IV
4. Copy of Credit Rating
5. Non-Collusion Statement (Appendix C)
6. Statement of Tax Compliance (Appendix D)
7. Signature (see next page)

Signature*:

By signing this proposal for the Design, Construction, and Operation of a Skating Rink/Swimming Pool in Braintree, MA, I (we) hereby bind _____ (name of company) to all comments made in the proposal, and accept all of the provisions made in the Request for Proposals.

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

** A proposal must be signed as follows: 1) If the Proposer is an individual, by her/him personally; 2) If the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer.*

APPENDIX B---PRICE PROPOSAL FORM (REQUIRED)
TOWN OF BRAINTREE SKATING RINK/SWIMMING POOL PROJECT

1. Name of Company:

In an attachment, please detail the revenue stream to the Town of Braintree for each of the fifty years of the lease.

2. Signature*:

By signing this proposal for the Design, Construction, and Operation of a Skating Rink/Swimming Pool in Braintree, MA, I (we) hereby bind _____ (name of company) to all comments made in the proposal, and accept all of the provisions made in the Request for Proposals.

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

** A proposal must be signed as follows: 1) If the Proposer is an individual, by her/him personally; 2) If the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer.*

APPENDIX C---NON-COLLUSION
TOWN OF BRAINTREE SKATING RINK/SWIMMING POOL PROJECT

CERTIFICATION OF NON-COLLUSION

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

(signature(s) of person(s) signing bid or proposal)

(name of business/consultant)

**APPENDIX D---TAX COMPLIANCE
TOWN OF BRAINTREE SKATING RINK/SWIMMING POOL PROJECT**

CERTIFICATION OF TAX COMPLIANCE

I, _____, for _____,
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of the

_____, having a principal place of business at
(state)

_____, hereby certify that the
(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the
Commonwealth of Massachusetts relating to taxes, as required by
Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this _____ day of
_____, 20__.

(signature of representative/position/title)

(print name of person signing above)

Date: _____

APPENDIX E---CHAP. 151 OF ACTS OF 2011
TOWN OF BRAINTREE SKATING RINK/SWIMMING POOL PROJECT

THE COMMONWEALTH OF MASSACHUSETTS

An Act authorizing a design and build contract for and lease of a recreational facility in the city known as the town of Braintree

SECTION 1. (a) The Town of Braintree (hereinafter, the "Town") may, notwithstanding any general or special law or regulation to the contrary, enter into a contract or contracts for the design, construction, installation, operation, maintenance, repair, replacement, and lease of Town land, or any of them, for a new recreational facility to consist of a pool and skating rink (hereinafter, the "Recreational Facility"), necessary to ensure adequate services and ensure the ability of such Recreational Facility to operate in full compliance with all applicable requirements of federal, state and local law; provided, however, that such contracts shall not be subject to the competitive bid requirements set forth in sections 38A1/2 to 38O, inclusive, of chapter 7, section 39M of chapter 30 or sections 44A to 44M, inclusive, of chapter 149 of the General Laws; provided, further, that each such contract shall be awarded pursuant to chapter 30B of the General Laws, except for clause (3) of paragraph (b) of section 5, clause (d) of section 5, clause (e) of section 5, clause (g) of section 5, clause (3) of paragraph (b) of section 6, paragraph (e) of section 6, paragraph (g) of section 6, paragraph (h) of section 6, paragraph (i) of section 6, and sections 12 and 13 of said chapter 30B. Any contract for the construction of the Recreational Facility shall be subject to sections 26 to 27H, inclusive, of chapter 149 of the General Laws. Further, the Town of Braintree shall be allowed to lease a parcel of land owned by the Town on which said Recreational Facility shall be located, provided, that the contract to lease Town-owned land for this purpose shall not be subject to the bidding requirements of section 16 of chapter 30B.

(b) The request for proposals for such contract or contracts shall specify the method for comparing proposals to determine the proposal offering the lowest overall cost to the Town and the highest overall benefit to the Town, including, but not limited to, all design costs, construction costs, capital equipment and capital improvement costs, operating and maintenance costs, and projected revenue stream for the Town. If a contract is awarded to an offeror who did not submit the proposal offering the lowest overall cost or the highest overall benefit to the Town, the Town shall explain the reason for the award in writing.

(c) The request for proposals shall set forth mandatory performance guarantees that the Recreational Facility will be required to meet, as constructed. The contract which is negotiated with the selected offeror based on the request for proposals shall obligate the selected offeror to

meet such mandatory performance guarantees, and shall set forth the minimum design requirements for such construction and the acceptance tests to be conducted upon the completion of the construction in order to demonstrate that the Recreational Facility is capable of meeting such performance guarantees.

SECTION 2. (a) Notwithstanding any general or special law to the contrary, including section 3 of chapter 40 of the General Laws, a contract or contracts entered into pursuant to section 1 may provide for a term of at least fifty (50) years, and an option for renewal or extension of operation, maintenance, repair and replacement services for one additional term not exceeding five (5) years. Any renewal or extension shall be at the sole discretion of the Town in accordance with the original contract terms and conditions or contract terms and conditions more favorable to and acceptable to the Town.

(b) A contract entered into pursuant to this act may provide that the Town shall not be exempt from liability for payment of the costs to design, construct, install, lease, permit, operate, maintain, repair and replace such Recreational Facility as necessary to ensure the ability of such facility to operate in full compliance with all applicable requirements of federal, state and local law, provided that any costs relating to the design, construction, installation, permitting, and leasing shall be amortized over a period that is no longer than the useful life of said Recreational Facility. The Town's payment obligation for services described herein shall be conditioned on the contractor's performance of said services in accordance with all contractual terms.

(c) A contract entered into pursuant to this act may provide for such activities deemed necessary to carry out the purposes authorized herein, including, but not limited to, permitting services, equipment purchases, facility or land lease, equipment installation, repair and replacement, performance testing and operation, studies, design and engineering work, construction work, ordinary repairs and maintenance, and the furnishing of all related material, supplies and services required for the construction, management, maintenance, operation, and repair and replacement of said Recreational Facility.

SECTION 3. (a) The chief procurement officer shall solicit proposals through a request for proposals which shall include those items in clauses (1) and (2) of paragraph (b) of section 6 of chapter 30B of the General Laws and the proposed key contractual terms and conditions to be incorporated into the contract, some of which may be deemed mandatory or nonnegotiable; provided, however, that such request for proposals may request proposals or invite non-monetary options for the fulfillment of some contractual terms, as may be determined by the Town. The request for proposals shall provide for the separate submission of price and shall indicate when and how the offerors shall submit their price proposal. The request for proposals shall require

each offeror to submit with their proposal a Plan of Services detailing the plan for the design, construction, operation and maintenance of the Recreational Facility, any monetary payments to the Town, and any non-monetary benefits to the Town. The Director of Finance of the Town of Braintree shall serve as the chief procurement officer.

(b) Notwithstanding any other provisions of this act, the chief procurement officer may use a request for qualifications prior to the request for proposals which shall serve as a basis for which the Town creates a short list of offerors to receive such request for proposals. Statements of qualifications received in response to such request for qualifications shall be solicited and evaluated in a manner similar to that required for request for proposals as set forth in this section. Only those offerors whose requests for qualifications are deemed highly advantageous shall be invited to submit a proposal in response to the request for proposals.

SECTION 4. The Mayor shall appoint an evaluation committee, which shall consist of one representative from the Town Council, one representative from the School Committee, representatives from the Town with knowledge of design, construction, engineering, and/or operation of facilities similar to this Recreation Facility, and other professionals with relevant experience. The evaluation committee shall not open any qualifications or proposals publicly. At the opening of the proposals, the evaluation committee shall prepare a register of proposals which shall include the name of each offeror and the number of modifications to such proposals, if any, received from each offeror. The register of proposals shall be open for public inspection. Notwithstanding the provisions of section 7 of chapter 4 of the General Laws, until the time the contract is awarded, the contents of the proposals and any notes, minutes, evaluations or communications of the evaluation committee shall remain confidential and shall not be disclosed to competing offerors.

SECTION 5. (a) Evaluations of the proposals and, if applicable, the statements of qualifications, shall be conducted by the evaluation committee. The evaluation committee shall prepare its evaluations of the non-price proposals based solely on the criteria set forth in the request for proposals or statement of qualifications, as may be applicable. The evaluation committee shall specify in writing for each non-price evaluation criterion included within the request for proposals or for each evaluation criterion set forth in the requests for qualifications a rating of highly advantageous, advantageous, not advantageous, or unacceptable and the reasons for the rating. After completion of the preliminary evaluation of the non-price proposals and the ratings set forth above, the price proposals shall be evaluated by the evaluation committee based solely on the price criteria set forth in the request for proposals. After the evaluation committee completes its evaluation of the proposals, the evaluation committee shall confer with the chief procurement officer, and the evaluation committee and chief procurement officer shall jointly recommend the most advantageous proposals to the Mayor.

(b) The Town shall make a preliminary determination of the most advantageous proposal from a responsible and responsive offeror taking into consideration price, estimated life-cycle costs, non-monetary benefits to the Town, revenue stream to the Town, and the other evaluation criteria set forth in the request for proposals. Thereafter, the Chief of Staff and Town Solicitor shall negotiate all terms of the contract not deemed mandatory or nonnegotiable with such offeror. If after negotiation with such offeror, the Mayor determines that it is in the Town's best interests, the Mayor may direct the Chief of Staff and Town Solicitor to initiate negotiations with the next most advantageous proposal from a responsible and responsive offeror taking into consideration price, estimated life-cycle costs, non-monetary benefits to the Town, revenue stream to the Town, and the other evaluation criteria set forth in the request for proposals, and may negotiate all terms of the contract not deemed mandatory or nonnegotiable with such offeror. The Mayor shall award the contract to the most advantageous proposal from a responsible and responsive offeror taking into consideration price, estimated life-cycle costs, non-monetary benefits to the Town, revenue stream to the Town, the evaluation criteria set forth in the request for proposals, and the terms of the negotiated contract. The Mayor shall award the contract by written notice to the selected offeror within the time for acceptance specified in the request for proposals. The Mayor and offeror may extend the time for acceptance by mutual agreement. The award of the contract shall be conditioned upon successful negotiation of all terms of the contract.

SECTION 6. Any contract or contracts awarded pursuant to this act shall be subject to such terms and conditions as the Chief of Staff and Town Solicitor shall determine to be in the best interests of the Town. Any such contract shall provide that prior to the construction of the Recreational Facility or modification or installation of new equipment thereto, the Town shall cause an Owner's Project Manager to independently review and approve plans and specifications for such construction or installation. Such contract shall further provide that prior to acceptance of the Recreational Facility or modification or new equipment thereto, including work undertaken pursuant to section 7 of this act and estimated to cost more than \$100,000, the Town shall cause an Owner's Project Manager to inspect said Recreational Facility or modification or new equipment thereto, and certify that such construction, modification or installation has been completed in accordance with the approved plans and specifications.

SECTION 7. The provisions of any general or special law or regulation relating to the advertising, bidding or award of contracts, to the procurement of services or to the design and construction of improvements, except the provisions of sections 26 to 27H, inclusive, of chapter 149 of the General Laws, shall not be applicable to any selected offeror which is awarded a contract as provided in this section. The construction of any new capital improvement or any renovation, modernization, installation, repair or replacement work estimated to cost more than \$100,000, not specifically included in the initial contract or contracts for the design, construction, installation operation, maintenance, repair, replacement, and lease of the Recreational Facility and modifications of any existing facilities relating thereto, shall be

procured on the basis of advertised sealed bids; provided, however, that bids need not be solicited if the contractor causes any such construction, renovation, modernization, installation, repair or replacement work to be completed without direct or indirect reimbursement from the Town or other adjustment to any fees paid by the Town related to said Recreational Facility. Bids shall be based on detailed plans and specifications, and the contract shall be awarded to the lowest responsible and eligible bidder. The contractor may act as an agent of the Town in the solicitation of bids for the construction of any new capital improvement or for any renovation, modernization, installation, repair or replacement work pursuant to this section; provided that the Town shall cause an Owner's Project Manager or a qualified engineer to independently assess the need for such capital improvement, renovation, modernization, installation, repair or replacement work and to review and approve the contractor's proposed plans and specifications prior to advertising for bids. Based on the recommendation of the qualified engineer, the Town may approve, modify, or reject the contractor's proposed plans and specification.

SECTION 8. Notwithstanding any general or special law or regulation to the contrary or section 16 of chapter 30B of the General Laws, the Town may enter into a contract to lease a parcel of Town-owned land to the successful offeror selected pursuant to this act on which the Recreational Facility is to be located for a term of at least fifty (50) years, and an option for renewal or extension for one additional term not exceeding five (5) years.

SECTION 9. The selected offeror shall furnish to the Town performance bonds, payment bonds, or other forms of security for the selected offeror's obligations, and insurance, satisfactory to the Town.

SECTION 10. The General Court may make clerical or editorial changes of form only to the bill, unless the Mayor approves amendments to the bill before enactment by the General Court, and further, that the Mayor be authorized to approve amendments to the bill which shall be within the scope of the general public objectives of this petition.

SECTION 11. This act shall take effect upon its passage.