

**REQUEST FOR PROPOSALS  
FOR  
MEPA REVIEW OF THE URBAN RENEWAL PLAN  
FOR DOWNTOWN WAREHAM  
PREPARED BY THE  
WAREHAM REDEVELOPMENT AUTHORITY  
(Awarding Authority)**

**Under the Provisions of Massachusetts General Laws Chapter 30B**

**Proposals Due: November 30, 2023 at 2:00 PM**

**To: Derek Sullivan, Town Administrator  
Memorial Town Hall  
54 Marion Road  
Wareham, MA 02571**

**Proposals must be sealed and clearly marked "URP MEPA REVIEW RFP –  
November 2023" with the Proposer's Name.**

***REQUEST FOR PROPOSALS FOR  
MEPA Review of the Urban Renewal Plan for Downtown Wareham***

**1.0 GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS**

***1.01 Wareham Redevelopment Authority of Wareham, Massachusetts***

The Wareham Redevelopment Authority [WRA] is a duly established municipal entity within the Commonwealth of Massachusetts.

***1.02 General Description of the Project***

This Request for Proposals (“RFP”) seeks proposals from qualified firms to prepare the MEPA documentation and to complete the MEPA review process for the Urban Renewal Plan for Downtown Wareham.

***1.03 Proposal Submission Date***

Proposals must be received at Office of the Town Administrator, Town Hall, 54 Marion Road, Wareham, MA 02571 by 2:00 PM on November 30, 2023.. Proposals must be sealed and clearly marked "**URP MEPA REVIEW RFP – November 2023**" with the **Proposer’s Name**. No responsibility shall be attached to any person or persons for the premature openings of Proposals not properly marked. Any proposal not submitted and complete at that place and in the format specified in this may not be considered.

Proposals will be opened in public at Room 24 Town Hall, 54 Marion Road, Wareham MA 02571 at 2:00 PM on November 30, 2023.

***1.04 Modification/Withdrawal of Proposals***

Proposals may be withdrawn if requested in writing no later than three [3] business days prior to the date for opening of proposals.

***1.05 Terms of Submission***

This RFP is issued and will be awarded and administered in accordance with G.L. c. 30B. Proposals shall be executed by a person who has the authority to legally bind the Proposer.

Town reserves the right, as the interest of Town may require, to reject any or all proposals, to waive any technical defect or informality in proposals received, and to accept or reject any proposal or portion thereof.

***1.06 Firm Pricing***

All Proposals submitted in response to this RFP must remain firm for 120 days.

## **2.00 RECOVERY OF RFP COSTS**

WRA will pay no costs, fees or other expenses incurred by any Proposer in preparing its response to this RFP. These costs, expenses or other amounts may not be included in its Proposal pricing and may not be recouped under the Contracts.

## **3.00 PROPOSAL FORMAT**

### ***3.01 General Requirements***

One copy of the Price Proposal and one copy of the Non-Price Proposal must be provided. Place the copy of the Price Proposal within one sealed envelope marked "Price Proposal." Place the copy of the Non-Price Proposal in a second sealed envelope. Include the sealed envelopes with the Price Proposal and the Non-Price Proposal within another sealed envelope marked **URP MEPA REVIEW RFP – November, 2023**, and the **Proposer's name**. An electronic copy of the non-price proposal should also be included on a flash-drive placed in the envelope. Deliver the Proposals by the due date above.

### ***3.02 Specific Requirements***

The Proposal shall include the following:

- a. Price Proposal. Each Proposer must submit an estimated price for the preparation of MEPA documentation and processing of the documents, and hourly rates for calculation of the fee for services.
- b. Scope of Services for preparation of the MEPA documents [ENF, EIR, Supplemental EIR if needed]
- c. Qualifications of Firm or Team
- d. Standard Forms
- e. List of references

## **4.00 REVIEW CRITERIA**

The following criteria shall be considered in the selection of the most qualified firm that provides the most complete services that provide the WRA with the best position in the MEPA Certificate that is issued. Consideration shall be given to:

- a. Understanding through Scope of Services
- b. Personnel qualifications,
- c. Firm or team experience
- d. References
- e. Price and hourly rates
- f. Other information

## **5.00 NOTIFICATION**

The WRA reserves the right to extend the award date in its sole discretion and shall notify all Proposers of any such extension. Award of the Agreements will be subject to approval of the WRA.

## **6.00 APPENDICES AND EXHIBITS**

## **Exhibit A**

### **Draft Urban Renewal Plan**

<https://www.wareham.ma.us/bids-rfps>

**and**

**<https://www.wareham.ma.us/redevelopment-authority-projects/pages/downtown-urban-renewal-plan>**

**Exhibit B**

**GENERAL TERMS OF CONTRACT**

**The following will be the minimum terms and conditions of any contract:**

CONTRACT BETWEEN THE WAREHAM REDEVELOPMENT  
AUTHORITY AND

This Agreement is made on this    day of 20XX, between the Town of Wareham, acting by and through its duly authorized Town Administrator (hereinafter, the "Town"), with a principal place of business at 54 Marion Road, Wareham, Ma. 02571 and

(hereinafter "Contractor") for services under the terms and conditions set forth herein.

**1. SERVICES**

Contractor will provide the following goods or services:

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**II. COMPENSATION**

Upon completion of the services described in Paragraph I above, Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to Contractor.

Total compensation to be paid to Contractor, pursuant to this contract shall not exceed \$

**111. TIME FOR PERFORMANCE**

All services pursuant to this contract shall be performed by .

**IV. SUBJECT TO APPROPRIATION**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

**V. ASSIGNMENT**

\_\_\_\_\_ shall not delegate, assign or transfer its duties or interest in

this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon Contractor and all assigns, transferees and/or successors in interest.

## VI. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

## VII. INSURANCE

Contractor shall maintain the following insurance coverage:

- a. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- b. Automobile Liability in the amount of \$500,000 for personal injury and property damage;
- c. Professional Errors and Omissions Liability in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- d. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Law Chapter 152.

## VIII. INDEMNIFICATION

Contractor hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of the performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

## IX. TERMINATION

This contract may be terminated by either party upon receipt often (10) days advance written notice by certified mail to the signatories of the Town Department and noted below. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. Contractor shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

## X. OWNERSHIP

All documents produced by the Contractor under this Contract, are instruments of service, but shall become the property of the Town.

**Following are the standard forms required with the submission:**

**CERTIFICATE OF NON-COLLUSION**

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.

By: \_\_\_\_\_  
(Authorized Signature & Title)

\_\_\_\_\_  
(Name of Firm or Individual)

\_\_\_\_\_  
(Date)

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**CERTIFICATION OF TAX COMPLIANCE**

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

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
(Printed Name of Firm or Individual)

By: \_\_\_\_\_  
(Authorized Signature & Title)  
Federal ID or Social Security #: \_\_\_\_\_

**CERTIFICATE OF CORPORATE AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_, \_\_\_\_\_ of this corporation,  
(Name) (Officer)

be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ seal of the company, shall be valid and binding upon this corporation.

(Officer)

A True Copy, ATTEST:

\_\_\_\_\_  
Name and Title

PLACE OF BUSINESS:

\_\_\_\_\_  
\_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_, 2016

I hereby certify that I am the clerk of the \_\_\_\_\_ and that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of said corporation, 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.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

