



# WAREHAM

Massachusetts

## TOWN OF WAREHAM - REQUEST FOR PROPOSAL

### Memorandum of Understanding for the creation and approval of a Conservation Restriction

#### Little Harbor Country Club Wareham, MA

ISSUED BY	Derek Sullivan, Town Administrator
CONTACT	Derek Sullivan, Town Administrator <a href="mailto:dsullivan@wareham.ma.us">dsullivan@wareham.ma.us</a>
QUESTIONS DUE	04/04/2022, 1 p.m.
PROPOSALS DUE	04/11/2022 1 p.m.
AWARD	Est. 4/14/2022



Photo Courtesy of Tim Pickett

# CONTENTS

1.0	OBJECTIVES .....	4
2.0	PROPERTY DESCRIPTION .....	5
2.1	ACCESSOR DATA .....	5
2.2	VISUALS .....	6
2.2.1	PROPERTY LAYOUT VIEW .....	6
2.2.2	DRONE VIEW .....	6
3.0	MINIMUM QUALIFICATIONS.....	7
4.0	SUBMITTALS.....	7
4.1	FORMAT .....	7
4.2	NARRATIVE .....	8
4.2.1	COVER LETTER.....	8
4.2.2	MEMORANDUM OF UNDERSTANDING .....	8
5.0	RFP REQUIREMENTS AND CRITERIA .....	9
5.1	COST CRITERIA.....	9
5.2	OPERATIONAL CRITERIA.....	9
5.3	FUTURE USE CRITERIA.....	9
5.4	CR CREATION AND STATE APPROVAL STRATEGY.....	10
5.5	APPLICANT BACKGROUND CONSIDERATIONS .....	10
5.5.1	QUALIFICATIONS.....	10
5.5.2	REFERENCES.....	10
5.5.3	EXPERIENCE.....	10
5.6	OTHER SELECTION CONSIDERATIONS.....	10
6.0	PROCESS TIMELINE .....	11
7.0	SELECTION.....	12
7.1	EVALUATION METRICS .....	12
7.2	EVALUATION PROCESS.....	12
8.0	GENERAL TERMS AND CONDITIONS .....	13
8.1	MISCELLANEOUS PROVISIONS .....	13
8.2	EXECUTION OF AGREEMENT .....	13
8.3	CERTIFICATE OF INSURANCE .....	<b>Error! Bookmark not defined.</b>

8.4 AFFIRMATIVE ACTION ..... 13

8.5 INDEMNIFICATION ..... 13

8.6 EQUAL OPPORTUNITY COMPLIANCE ..... 14

9.0 FORMS..... 14

9.1 DESCRIPTION OF APPLICANT BUSINESS/ORGANIZATION ..... 15

9.2 STATE TAXES CERTIFICATION CLAUSE ..... 16

9.3 HOLD HARMLESS AND INDEMNITY CLAUSE ..... 17

9.4 CERTIFICATE OF NON-COLLUSION ..... 18

## 1.0 OBJECTIVES

The **Town of Wareham** (the Town) is planning to purchase the **Little Harbor Country Club** (LHCC). Special Town meeting of 2/22/2022 approved this purchase and the use of CPA funds. Per State Law, a **Conservation Restriction** (CR) is required on the property, and that CR must be held by a qualified 3rd party. This **Request for Proposal** (RFP) is to solicit proposals from potential CR holders.

**Please see section 6.0 Process Timeline for due dates and locations.**

The overall goals for the desired CR is to accomplish the following 4 objectives, in the listed priority:

1. Protects the 54 acres of property known as LHCC from commercial or residential development in perpetuity.
2. Maintains the 54 acres of property known as LHCC as open space and outdoor recreational space in perpetuity.
3. Allows for the continued operation of the LHCC as a municipal golf course.
4. Allows for alternative recreational activities for the citizens of Wareham if the Town decides to terminate the use of the property as a golf course.

Prior to the closing of the purchase of LHCC, a **Memorandum of Understanding** (MOU) will be required between the town and the selected CR holder, that outlines how the CR holder will implement the selection criteria outlined in section 5.0 into the CR.

Once the MOU has been executed between the Town and the Applicant, and the execution of the purchase of LHCC by the Town of Wareham is complete, the CR holder will then work with the Town of Wareham to create, negotiate and finalize the CR per the terms of the MOU, and then to drive the CR approval with the State of Massachusetts.

The Town reserves the right to waive informalities, to cancel this solicitation or to reject any and all proposals, if deemed to be the best interest of the Town. The Wareham Town Administrator will be the awarding and contracting authority on the Town's behalf. The Town does not discriminate on the basis of race, color, national origin, sex, religion and disability in employment or provision of services.

The Town reserves the right to modify any requirements of this RFP if it is in the public interest.

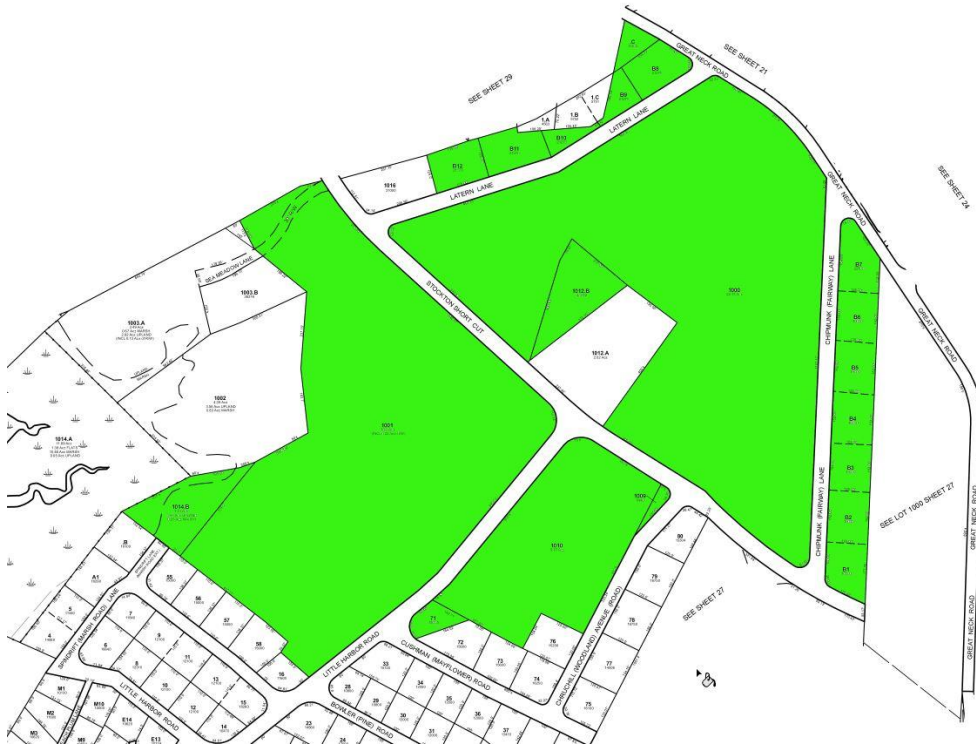
The Town Administrator, as Chief Procurement Officer, and any Evaluation Committee that he/she chooses to assist will evaluate all applications, and make their recommendation to the Board of Selectmen.

## 2.0 PROPERTY DESCRIPTION

### 2.1 ACCESSOR DATA

The property consists of 20 identified lots in the Wareham Assessor's database.

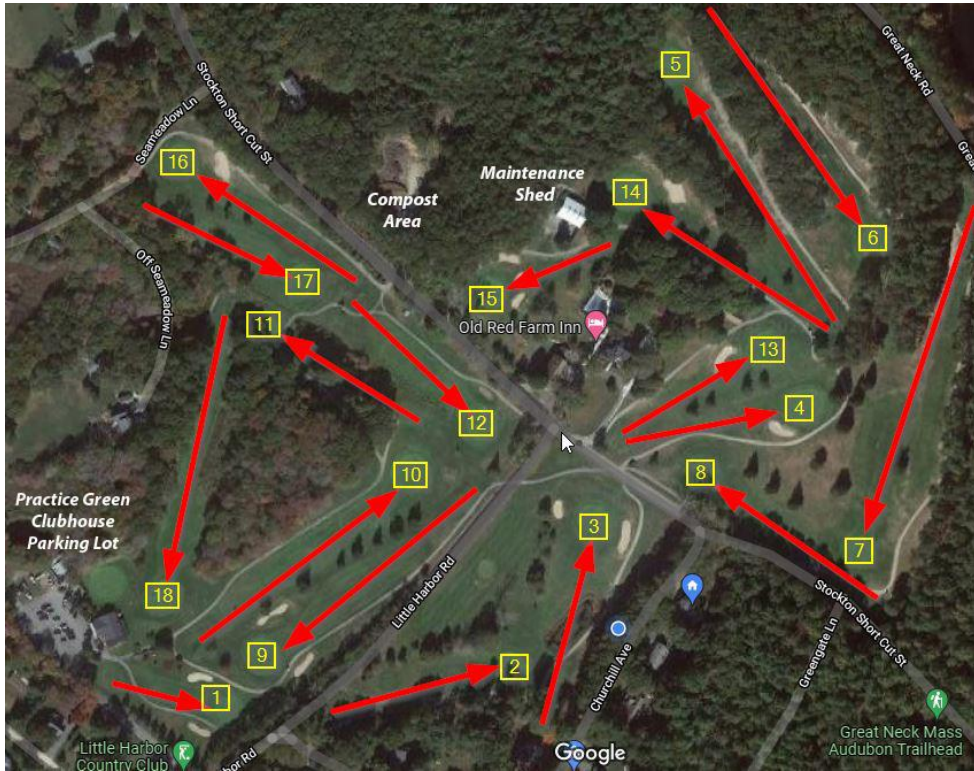
ADDRESS	OWNER	MAP	LOT	ACRES	PID
8 LITTLE HARBOR RD	LITTLE HARBOR COUNTRY CLUB INC	28	71	0.34	4168
22 STOCKTON SHORT CUT	LITTLE HARBOR COUNTRY CLUB INC	28	1000	22.17	4178
15 STOCKTON SHORT CUT	LITTLE HARBOR COUNTRY CLUB INC	28	1001	18.90	4179
27 STOCKTON SHORT CUT	LITTLE HARBOR COUNTRY CLUB INC	28	1009	0.13	4188
2 LITTLE HARBOR RD	LITTLE HARBOR COUNTRY CLUB INC	28	1010	5.17	4189
18 STOCKTON SHORT CUT	LITTLE HARBOR COUNTRY CLUB INC	28	1012.B	0.94	4191
10 R SPINDRIFT LN	LITTLE HARBOR COUNTRY CLUB INC	28	1014.B	1.19	4193
0 GREAT NECK ROAD	LITTLE HARBOR COUNTRY CLUB INC	28	1C	0.26	101483
1 CHIPMUNK LN	LITTLE HARBOR COUNTRY CLUB INC	28	B1-B7	3.13	4197
12 LANTERN LN	LITTLE HARBOR COUNTRY CLUB INC	28	B8-B12	1.95	4198



Wareham Assessor Map 28

## 2.2 VISUALS

### 2.2.1 PROPERTY LAYOUT VIEW



### 2.2.2 DRONE VIEW



## 3.0 MINIMUM QUALIFICATIONS

Generally speaking, the qualifications of a CR holder are as follows:

- authorized by their articles of incorporation to hold real property interests.
- their purposes must include the conservation of land or water areas.
- they must be able to monitor and enforce the CR to ensure that its terms are not violated.

Applications are encouraged to include a list of Conservation Restrictions that the Applicant is currently holding and an overview of how those CRs are managed.

Specific Massachusetts state laws regarding Conservation Restrictions, Community Preservation Fund use, and Conservation Restriction reference material can be found here.

<https://malegislature.gov/Laws/GeneralLaws/PartII/TitleI/Chapter184/Section31>

<https://malegislature.gov/Laws/GeneralLaws/PartII/TitleI/Chapter184/Section32>

<https://malegislature.gov/Laws/GeneralLaws/PartII/TitleI/Chapter184/Section33>

<https://malegislature.gov/laws/generallaws/parti/titlevii/chapter44b/section12>

<https://www.mass.gov/service-details/conservation-restriction-review-program>

<https://www.mass.gov/doc/eea-dcs-model-conservation-restriction-november-2021/download>

## 4.0 SUBMITTALS

The following submission requirements represent the minimum information required to consider a proposal “responsive.” Applicants may reorganize the information listed below and may provide additional information where said information is relevant to the selection criteria provided in Section 5.0.

The burden is on the Applicant to provide information in a manner that allows to the Town to clearly determine whether the application is complete, and the Town reserves the right to reject any proposal it deems unresponsive.

A complete submission package shall consist of the following:

### 4.1 FORMAT

- Two [2] signed paper copies and one digital PDF copy on a thumb drive all requirements listed in section 5.0, and in the narrative outlined in section 4.2 must be submitted together.
- Statements must be submitted in a sealed envelope clearly marked “Little Harbor Country Club Conservation Restriction”. The Town of Wareham assumes no liability for

proposals mistakenly opened due to improperly labeled envelopes and will return same to Applicant without notice.

- Where the word "signed" appears, it refers to the handwritten signature of the individual authorized to execute the contract and where applicable the corporate seal must be affixed. Proposals "signed" by any way other than described here will be considered non-responsive.
- Signed 'Description of Applicant Business/Organization' form (use form attached section 8.1).
- Signed (and sealed when applicable) certification that the Applicant has paid all State taxes due (use form attached section 8.2).
- Signed (and sealed when applicable) completion of the 'Hold Harmless and Indemnity Clause' form (use form attached section 8.3)
- Signed (and sealed when applicable) certification that the Applicant applied without collusion or fraud with any other person (use form attached section 8.4).
- Signed and sealed certification of vote (for use by Corporations). (Applicants may submit their own certificate of corporate vote.)

## 4.2 NARRATIVE

The Applicant's submission to this RFP shall be in the form of a **MEMORANDUM OF UNDERSTANDING** (MOU). Refer to section 5.0 for the requirements/criteria to be addressed. The submittal should be in the following format:

### 4.2.1 COVER LETTER

A cover letter that includes the following:

- Overall objective of the MOU, including the ultimate State approval of a Conservation Approval for the LHCC property.
- A list of personnel, name and title, who will be assigned to represent it in its dealings with the Town.
- Contact information: The name and contacts for that person (phone number, email and address).
- Applicant's project approach and level of effort.
- Narrative description of Applicant's organization and experience in completing similar projects.
- The letter must be signed by the organization's duly authorized representative.

### 4.2.2 MEMORANDUM OF UNDERSTANDING

- **COSTS:** List of all applicable costs, either one time or annual, required by the Applicant/ CR holder from the Town of Wareham to implement and manage the CR.
- **OPERATIONAL PARAMETERS:** List of all specific terms, conditions and operational parameters that will be documented in the final Conservation Restriction. This section should outline all roles, responsibilities, current uses, future uses, and any operational restrictions for the LHCC property. Refer to section 5.0.



- **ENVELOPES:** List of property exclusions to the CR. Refer to section 5.0.
- **FUTURE USE PARAMETERS:** List of all specific terms, conditions and operational parameters that will be documented in the final Conservation Restriction in the event that the golf course operations are terminated. This section should outline all roles, responsibilities, current uses, future uses, and any operational restrictions for the LHCC property. Refer to section 5.0.
  - **ENVELOPES:** List of property exclusions to the CR. Refer to section 5.0.
- **DUE DATE:** Provide a schedule that delivers an agreed to and signed MOU by 5/1/2022
- **CR CREATION AND STATE APPROVAL STRATEGY** Outline the strategy that the Applicant will use for the creation, negotiation, and state approval of the Conservation Restriction (CR).
- **QUALIFICATIONS, REFERENCES AND EXPERIENCE**

## 5.0 RFP REQUIREMENTS AND CRITERIA

### 5.1 COST CRITERIA

List all one time and annual costs associated with the creation of the MOU and the creation and state approval of the CR that the Applicant will require of the Town of Wareham

### 5.2 OPERATIONAL CRITERIA

List the specific operational use parameters that the MOU and the proposed CR provide the Town of Wareham to use the LHCC property as a municipal golf course.

- Full operation of a municipal golf course parameters
- Identification and exclusion of all golf infrastructure such as wells, well pumps, buildings, irrigation systems, stormwater management systems, clubhouse, restrooms, parking facilities, maintenance facilities from the Conservation Restriction (envelopes)
- Non-golf related activities that can be allowed or will be restricted
- Any other restrictions

### 5.3 FUTURE USE CRITERIA

If in the future the Town of Wareham decides to terminate golf operations, list the operational use parameters that the MOU and the proposed CR provide the Town of Wareham to maintain the open space of LHCC and provide alternative public recreational activities.

- Activities to be considered, but not limited to include:
  - Parkland (picnic tables, walking paths)
  - Walking trails
  - Cross-country skiing trails
  - Snowshoeing trails
  - Disc golf

- Conference center (existing clubhouse)
- Open air concert venue
- Community gardens
- Identification and exclusion of all infrastructure (wells, well pumps, buildings, irrigation systems, stormwater management systems, clubhouse, restrooms, parking facilities, maintenance facilities from the Conservation Restriction (envelopes) if different from section 4.2 envelopes.
- Any other restrictions.

## 5.4 CR CREATION AND STATE APPROVAL STRATEGY

Ability and desire to work with the Town of Wareham to acquire grants to help offset the acquisition cost of LHCC.

## 5.5 CR CREATION AND STATE APPROVAL STRATEGY

Process and timeline for CR generation, negotiation, finalization and state approval

## 5.6 APPLICANT BACKGROUND CONSIDERATIONS

### 5.6.1 QUALIFICATIONS

List of qualifications of the CR holder key personnel.

### 5.6.2 REFERENCES

Provide at least three (3) references that are familiar with the Applicant's experience with Conservation Restrictions.

### 5.6.3 EXPERIENCE

List of current CRs that the Applicant currently holds and contact information for the property owner.

## 5.7 OTHER SELECTION CONSIDERATIONS

The Applicant is encouraged to provide any information it feels pertinent to help the Town of Wareham evaluate the following characteristics of the Applicant.

- Does the Applicant reflect a good understanding of the project requirements, opportunities, scope, complexity and challenges?
- Are the services provided reasonable to the scope and are the assumptions in line with project needs?
- What are the advantages and disadvantages of the Applicant?
- Are the roles the Applicant is assigning for creation, approval and management of the MOU and CR appropriate to the requirements?

- Do the key personnel proposed for those roles have the experience and expertise to be successful?
- Do the similar projects cited demonstrate skill and success at CR creation, approval, and operational execution?
- Does the proposed commitment for key personnel seem adequate?

## 6.0 PROCESS TIMELINE

- **PROPOSAL DUE DATE: 04/11/2022, 1 p.m.**

Submitted to:           Derek Sullivan, Town Administrator  
                                   Town Hall  
                                   54 Marion Rd  
                                   Wareham, MA 02571

The proposals are due in the Office of the Town Administrator, Wareham Town Hall, 54 Marion Rd., Wareham, MA 02571 on 4/11/2022 no later than 1 p.m. In the event that Town Hall is closed due to unforeseen circumstances the bids will be due at 1 p.m. on the next regular business day that the Town Hall is open. The proposal to the Town of Wareham shall remain valid for 90 days past the submission deadline, unless extended by mutual agreement. Proposals will be opened on the date, and at the time and place indicated. The name of each Applicant shall be recorded. Proposals become public information once an award has been issued.

- **QUESTIONS DUE DATE: 04/04/2022, 1 p.m.**

Questions submitted in writing to the address above or via e-mail to:

[dsullivan@wareham.ma.us](mailto:dsullivan@wareham.ma.us)

- **RESPONSE TO QUESTIONS:** The Town will issue a formal response to all questions that were submitted in writing by **04/06/2022, 1 p.m.** and will make these responses publicly available at <https://www.wareham.ma.us/bids-rfps>.
- **RFP ADDENDA:** The Town may issue addenda to this RFP as necessary in response to any new information, responses to questions, changes in conditions of the RFP, or other important information. Addenda will be made publicly available and will be posted on the town website at <https://www.wareham.ma.us/bids-rfps>. The Town accepts no liability for and will provide no accommodations to Applicants who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses.
- **INFORMATION:** The Town will post information, including any RFP Addenda, to the following site: <https://www.wareham.ma.us/bids-rfps>
- **AWARD DATE:** The Town expects to announce the choice of Applicant on **04/14/2022**

## 7.0 SELECTION

### 7.1 EVALUATION METRICS

Each application will be evaluated as to the quality of the response to each requirement, criteria, and consideration outlined in section 5.0. Each of those evaluations will be assigned one of the following scores.

- Advantageous: The Applicant's response exceeded the expectations of the Evaluation Committee
- Satisfactory: The Applicant's response met the expectations of the Evaluation Committee
- Unsatisfactory: The Applicant's response did not meet the expectations of the Evaluation Committee

The Town Administrator/Evaluation Committee will reserve the right to apply different and appropriate weighting to each requirement, criteria, and consideration, to ensure that the best interests of the Town of Wareham are properly served.

### 7.2 EVALUATION PROCESS

The Town Administrator/Evaluation Committee will evaluate each Applicant's response to all requirements outlined in section 5.0, and use a comparative rating for each separate requirement, and based upon those ratings, will assign an overall rating to each proposal.

The Town of Wareham reserves the right to select applicants based on the proposals deemed to be the most advantageous to the Town, taking into account proposal quality, references and presentation.

The Town Administrator/Evaluation Committee will evaluate proposals, with the assistance of such additional consultants or Town officials or employees as he shall deem warranted.

The process shall rate all responsive proposals, evaluating the advantages and disadvantages of each. The Town Administrator as Chief Procurement Officer shall select the successful Applicant, taking into consideration which proposal is in the best interest of the Town.

The Town Administrator reserves the right to negotiate with the successful Applicant as to the final terms and conditions of the agreement.

Designation of a firm or team of firms shall be subject to the approval of the Wareham Town Administrator and the Wareham Board of Selectmen.

Respondents will be interviewed by the Town Administrator/Evaluation Committee prior to execution of an agreement.

## 8.0 GENERAL TERMS AND CONDITIONS

### 8.1 MISCELLANEOUS PROVISIONS

- A proposal must remain valid until the award of a contract or rejection of the proposal for the services sought herein.
- The Town of Wareham may modify or cancel this RFP, in whole or in part, at any time whenever such an act is deemed in its best interest.
- The Town of Wareham will not be responsible for any costs incurred by an Applicant in preparing and submitting a proposal in response to this RFP.
- Wareham's Town Administrator is the Awarding and Contracting Authority. The Administrator expects to award a contract within sixty (60) days of the qualifications due date. Activities will commence upon selection of a Consultant and issuance of a Notice to Proceed.

### 8.2 EXECUTION OF AGREEMENT

The successful Applicant will be expected to execute a MOU as set out in the RFP within **fourteen (14) days** of receiving the award.

If the Selected Applicant fails to deliver within the time specified except as may be extended by the agreement of both parties or occasioned by matters beyond the control of the Selected Applicant, or fails to make replacement of rejected articles when so requested, or fails to complete work within the agreed-on times or as reasonably requested by the town of Wareham, the Town may elect to cancel the agreement.

THE TOWN RESERVES THE RIGHT TO TERMINATE ANY AGREEMENT PROCURED HEREUNDER UPON 60 DAYS WRITTEN NOTICE TO APPLICANT.

### 8.3 AFFIRMATIVE ACTION

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, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

### 8.4 INDEMNIFICATION

The Applicant agrees to indemnify the Town of Wareham, its successors, agents, servants, employees, or assigns against any and all claims for loss, liability, or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omission of the Applicant's employees, whether negligent or intentional,

foreseeable or unforeseeable, within or without the scope of his employment, while said employees are upon, entering, or leaving the premises upon which this agreement is being performed.

## 8.5 EQUAL OPPORTUNITY COMPLIANCE

The Applicant shall carry out the obligation of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State and local ordinances, statutes, rules, and regulation prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c.151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Applicant shall not discriminate against any qualified employee or Applicant for employment because of race, color national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

## 9.0 FORMS

Please fill out and submit the attached forms with the RFP response.

## 9.1 DESCRIPTION OF APPLICANT ORGANIZATION

The named organizational entity submitting this proposal is (Check appropriate box(es):

- 501(c)(3)
- 501(c)

### SIGNATURES

This page must be signed by a(n) individual(s) with authority to commit the proposing entity to a binding agreement.

Corporations must attach required certification

ORGANIZATIONS'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

FEDERAL TAX ID # \_\_\_\_\_

DUNS # \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT NAME OF AUTHORIZED OFFICIAL \_\_\_\_\_

DATE \_\_\_\_\_

If a corporation, a notarized attestation of the signature(s) is required, or in the case of corporate seal affixed, that the signature is the signature of an officer authorized to bind the corporation to a contractual agreement.

## 9.2 STATE TAXES CERTIFICATION CLAUSE

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 under law.

\_\_\_\_\_  
\* Signature of individual or  
Corporate Name (Mandatory)

By \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Federal Identification Tax ID \_\_\_\_\_

- \* Approval of a contract or other agreement will not be granted unless the Applicant signs this certification clause.
- \*\* This request is made under the authority of Mass. G.L. 62C s. 49.A.



### 9.3 HOLD HARMLESS AND INDEMNITY CLAUSE

\_\_\_\_\_, its officers and members all,  
*Legal Name of Applicant's Business Entity*

through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Town of Wareham and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property by reason of any act by \_\_\_\_\_, its agents, servants or employees.  
*Legal Name of Applicant's Business Entity*

SIGNATURE \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_

DATE \_\_\_\_\_

Corporate Seal

## 9.4 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.

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Corporate Seal