

**TOWN OF WAREHAM, MASSACHUSETTS**

**ISSUES A**

**REQUEST FOR PROPOSALS**

**FOR**

**TREMONT POND DAM RENEWABLE ENERGY PRODUCTION STUDY LEADING TO  
GENERATION PLANT OPERATION AND LEASE**

*October 22, 2020*

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## LEGAL ADVERTISEMENT FOR RFP

The Town of Wareham is seeking sealed proposals for a feasibility analysis, at no cost to the town, of the potential of the Tremont Dam property as a hybrid, renewable energy generation facility; leading to the actual lease of the property for that purpose. The Town of Wareham allows that the awardee of the Tremont Mill Pond Dam Renewable Energy Production Study may wish to negotiate for operation of alternative and renewable energy generation facilities, in accordance with federal [FERC] and State rules, should the production of energy prove commercially feasible at this location. Specifications may be received at, and proposals are to be sent to, the Town Administrators office, 54 Marion Road, Wareham, MA 02571, Proposals must be clearly marked on the outside of envelope **“RFP-for Tremont Dam Renewable Energy Production Study.” All proposals must be in the Town Administrator’s office no later than Tuesday December 1, 2020 by 4:00 PM.** No proposals will be accepted after the above stated date and hour. The Town of Wareham reserves the right to accept or reject any or all proposals if it appears to be in the public interest to do so. The Town of Wareham is an affirmative action/equal opportunity employer (M/F/H) which encourages utilization of minority and women owned enterprises.

RFP specifications can be found at [www.wareham.ma.us](http://www.wareham.ma.us) under Bid and RFPs.

Derek D. Sullivan

Town Administrator

# TOWN OF WAREHAM

## TREMONT DAM RENEWABLE ENERGY PRODUCTION STUDY LEADING TO GENERATION PLANT OPERATION AND LEASE

### 1.0 Notice of Request For Proposals

The Town of Wareham is seeking sealed proposals for a feasibility analysis, at no cost to the town, of the potential of the Tremont Dam property as a hybrid, renewable energy generation facility; leading to the actual lease of the property for that purpose. The Town of Wareham allows that the awardee of the Tremont Mill Pond Dam Renewable Energy Production Study may wish to negotiate for operation of alternative and renewable energy generation facilities, in accordance with federal [FERC] and State rules, should the production of energy prove commercially feasible at this location.

Notice of this RFP is published in the Central Register, which is a weekly publication of the Office of the Secretary of the Commonwealth, the Wareham Week (a newspaper of general circulation) and posted on the Town website ([www.wareham.ma.us](http://www.wareham.ma.us)) under Bid Postings.

The Town of Wareham is seeking proposals for a study to determine the feasibility of operation of the Tremont Dam generation plant and property leading to lease of the facilities for alternative energy production as may be negotiated with the selected Proposer. However, there is no guarantee of a lease to operate will be completed with the Proposer or any other entity. Any option to extend the lease period beyond the initial term not to exceed a total of ten (10) years shall be at the exclusive option of the Town of Wareham.

All respondents are required to respond in written form to the Request For Proposals [RFP] and to submit documentation substantiating their qualifications to complete a study and operate the facilities as required. Failure to provide such information may result in a proposal being considered non-responsive.

The RFP documents may be obtained or examined at the Wareham Town Administrator, at the Town Administrator's Office, Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, during the business hours of Monday through Thursday between 9:00 AM and 4:30 PM. For further information, contact Kenneth Buckland, Director of Planning and Community Development at 508.291.3100 x 6500 or [kbuckland@wareham.ma.us](mailto:kbuckland@wareham.ma.us). The RFP may also be viewed and downloaded from the Town website <https://www.wareham.ma.us/bids-rfps>

The Town of Wareham reserves the right to reject any and all proposals, in whole or in part and to make awards in a manner deemed in the best interest of the Town.

This RFP is being issued simultaneously with an Invitation For Bid [IFB] for sale of the subject property. The Town will consider submissions on the respective criteria.

## **2.0 Overview of the RFP**

### ***Proposal Due Date:***

**TUESDAY, DECEMBER 8, 2020 at 4:00 PM**

In the event that Town Hall is closed due to any reason, including but not limited to inclement weather, this bid will be opened at the same time and place on the next week day that Town Hall is in operation. To be considered responsive, proposals must meet the submission requirements set out in this RFP. Proposals received after the deadline will be rejected and returned to the proposer unopened. Proposals submitted prior to the deadline may be corrected, modified or withdrawn by written notice received in the Town Administrator's Office prior to the submission deadline.

Proposals must be in the actual possession of the Town on or prior to the exact time and date indicated above. INCOMPLETE, FAXED, ELECTRONICALLY MAILED, OR LATE BIDS WILL NOT BE CONSIDERED.

The proposal may be withdrawn or amended without prejudice between the time of submission and the time of opening.

**An Invitation For Bids has been issued at the same time and separately to act on disposition of the site. The Town reserves the right to choose one option.**

### **Proposals submitted to:**

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

### ***Questions Due Date:***

November 23, 2020

Questions submitted in writing to the address above or via e-mail to:  
Kenneth Buckland, Director of Planning and Community Development at the above address or at 508.291.3100 x6500 or kbuckland@wareham.ma.us

### ***Response to Questions:***

The Town will issue a formal response to all questions that were submitted in writing by the November 16, 2020 and will make these responses publicly available at <https://www.wareham.ma.us/bids-rfps>

### ***RFP Addenda:***

The Town may issue addenda to this IFB as necessary in response to any new information, responses to questions, changes in conditions of the IFB, 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 Proposers who fail to check for amendments and/or modifications to this IFB and subsequently submit inadequate or incorrect responses.

***Site Visits:***

The Town of Wareham will host site visits/informational sessions on November 16 and 17, 2020. Attendance at any site visit hosted by the Town is not mandatory, but must be requested and reserved for one of those dates. Questions and subsequent answers to those questions will be made available to all interested parties.

***Information:***

The Town will post information, including any RFP Addenda, to the following site: <https://www.wareham.ma.us/bids-rfps>

***Chapter 30B:***

All procurement activities conducted by the Town are in conformance with the rules and regulations of Massachusetts General Laws, Chapter 30B. Accordingly, all materials provided as part of any RFP response are available for public review.

***Selection Process:***

The Town Administrator or his designee will evaluate proposals, with the assistance of such additional consultants or Town officials or employees as he shall deem warranted. He shall rate all responsive proposals, evaluating the advantages and disadvantages of each. The Town Administrator as Chief Procurement Officer shall select the successful proposer, taking into consideration which proposal is in the best interest of the Town. The Town Administrator reserves the right to negotiate with the successful proposer as to the final terms and conditions of the agreement. Award of the MOA shall be subject to the approval of the Wareham Town Administrator and then the Wareham Board of Selectmen.

Any agreement resulting from this RFP shall be awarded to the proposer(s) whose proposal(s) is (are) deemed to be the most advantageous to the Town based on the evaluation criteria and price. The Town will be the sole judge in determining whether a proposal satisfies the requirement of this RFP and whether or not a proposal will prove to be the most advantageous to the Town. The evaluation committee will submit evaluation to the Town Administrator, which evaluations shall become part of the public file. The successful Proposer(s) will be bound to the terms of the Lease Agreement, as well as, the terms and provisions of any documents listed or referred to thereunder.

### **3.0 Property Description**

#### ***Site Information:***

The site currently features the Tremont Mill Pond extending to Main Street, an access drive from Tremont Mill Pond Road, the dam, and wooded open space below the dam with a gazebo that has not been maintained in recent years. The Town owns approximately 22.3 acres around the dam and would consider various uses for that property including alternative energy production and/or recreational use of the property that holds a high public safety risk.

#### ***Hydroelectric Generation Facilities:***

The facility was operated under a lease arrangement by the Weweantic Hydro Associated (Essex Turbine Company, Inc.) as a power producing plant until 1997. It underwent major work in 1976 and 1977 however the current condition is only fair to poor. The Town of Wareham allows that the awardee of the Tremont Mill Pond Dam may wish to negotiate for operation of alternative and renewable energy generation facilities, in accordance with federal [FERC] and State rules, should the production of energy prove commercially feasible at this location.

It is the responsibility of any Proposer to visit the site and thoroughly familiarize themselves with the condition and work required.

Property information is included in the appendices.

### **4.0 Use Restrictions**

#### ***Zoning:***

The Property is zoned **MR-30**, Multi-Family Residential

- **Minimum Lot Size:** 30,000 SF
- **Uses Allowed By Right:** Single- and two- family dwelling units
- **Prohibited Uses:** Large-scale ground-mounted solar facility, industrial uses and most commercial uses

Petitions may be made to amend zoning of the property through the Board of Selectmen and Town Meeting. Zoning amendments require a 2/3 majority vote by Town Meeting.

A Use Variance is possible under the current local Zoning By-Law.

#### ***Development Applications:***

Development plans must meet all applicable local, state, and federal regulations. At the local level, any improvements will be considered through current Zoning By-Laws and General By-Laws.

## **5.0 Financial Capacity**

The Town will consider the apparent financial capacity of the Proposer and his/her ability to demonstrate the financial capacity for the management of the property that has a high public safety risk. Sources of capital and good standing with a bank or other financial institution will be considered.

## **6.0 Submission Requirements**

The following submission requirements represent the minimum information required to consider a proposal "responsive." Applicants may reorganize the minimum information provided below and may provide additional information where said information is relevant to the selection criteria provided in Section 7.0. The burden is on the Proposer 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.

All information and forms submitted must be printed in at least two [2] hard copies and also copied to a thumb drive as .pdf documents, which shall be submitted with the hard copies.

Completed submission package shall consist of:

- A. One original and one hard copy of the Proposal must be submitted together with a thumb drive with e-file [pdf] of the Proposal.
- B. Proposals must be submitted in a sealed envelope clearly marked "RFP-for Tremont Dam Renewable Energy Production Study, December 1, 2020". The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to proposer without notice.
- C. 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.
- D. Signed (and sealed when applicable) certification that the proposer has paid all State taxes due (use form attached).
- E. Signed (and sealed when applicable) certification that the Proposer has not colluded with any other party in the preparation and submission of Proposer's bid.
- F. Signed and sealed certification of vote (for use by Corporations). (Proposers may submit their own certificate of corporate vote.)
- G. Information on the Individual, Corporation or other entity submitting this proposal if it operates on a for-profit or, not-for-profit basis. Evidence of not-for-profit status will be attached to the proposal.
- H. The proposal shall contain a detailed description of the Proposer's intended study and analysis for use of the property for alternative energy production.
- I. The lease 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 in Section B. The name of each proposer and the lease price of each proposal shall be recorded. Proposals become public information when they are opened.



- J. A cover letter and documentation that includes the following:
  - 1. A list of personnel, name and title, who will be assigned to represent it in its dealings with the Town.
  - 2. The proposal must be signed by the organization's duly authorized representative.
  - 3. Contact information: The name, contact person (phone number and address), narrative description of proposer's organization and experience in operating a similar entity.
  - 4. List of qualifications of key personnel.
  - 5. Business References: Provide three (3) references.
  - 6. Financial Capability: State the number of years in operation and provide a list of three (3) references with detailed knowledge of the financial condition of the organization.
- K. Proposed study: Provide a detailed description of the proposed feasibility study.
- L. Proposer should demonstrate in the proposal the history of their experience including the experience of the principal(s) of the organization. Clearly define and clarify the experience your organization has with alternative energy generation facilities.
- M. The proposer must show evidence of insurance in the following categories and amounts:

Commercial General Liability Insurance - Contractor is to maintain Casualty Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage.

1.) Contractual Liability - \$1,000,000 per occurrence 2.) Premises Operation Liability - \$1,000,000 per occurrence 3.) Independent Contractors Liability - \$1,000,000 per occurrence 4.) Explosion, Collapse and Underground Property Damage - \$1,000,000 per occurrence 5.) Personal Liability - \$1,000,000 per occurrence 6.) Products Liability - \$1,000,000 per occurrence

Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by others acting on behalf of or under the direction of the contractor.

Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined.

Workmen's Compensation Insurance - The contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workmen's Compensation Insurance Policies.

1.) Coverage A - Massachusetts 2.) Coverage B - \$500,000 per insuring agreement

Prior to the commencement of the lease, the lessee will cause to be delivered to the Procurement Office, Town of Wareham Certificates of Insurance evidencing the foregoing. The Certificates of Insurance are to provide that the Town of Wareham in care of its Procurement

Officer shall be given at least 30 days advance notice of cancellation, intent not to renew, or material change in coverage.

Proposer hereby agrees to save and hold the Town of Wareham, its agents, servants, and employees, harmless from any and all claims arising out of the activities of the contractor, its agents, servants, employees, and invitee or subcontractors.

## **7.0 Evaluation and Selection Process**

### ***Selection Process:***

The Evaluation Committee will use the comparative criteria for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal. Each of the criteria containing ratings of:

- Not Advantageous – 1 Point
- Advantageous - 2 Points
- Highly Advantageous – 3 Points

The Town of Wareham reserves the right to award leases to the Proposers for the proposals deemed to be the most advantageous to the Town, taking into account proposal quality, references and proposal price.

### ***Criteria:***

#### **1. Organizational Experience:**

- Not Advantageous: Less than five (5) years' experience with alternative energy generation facilities.
- Advantageous: Five (5) years' experience with alternative energy generation facilities.
- Highly Advantageous: More than five (5) years' experience with alternative energy generation facilities.

#### **2. Feasibility Study:**

- Not Advantageous: Scope of study covers just one potential outcome leading to alternative energy production at the site.
- Advantageous: Scope of study covers several potential outcomes leading to alternative energy production at the site.
- Highly Advantageous: Scope of study clearly indicates a high probability of successful outcome leading to alternative energy production at the site.

#### **3. Proposed Use(s) and Cost to Town:**

- Not Advantageous: Study does not lead to lease for generation of electricity or requires Town funds.
- Advantageous: Study leads to lease for production of electricity but if successful does not result in lease income to the town.

- Highly Advantageous: Study leads to lease for production of electricity, complies with FERC, provides other alternative energy generation options, and if successful, results in lease income to the town.

## **8.0 General Terms and Conditions**

### ***Execution of MOA:***

The successful proposer will be expected to execute a Memorandum of Agreement [MOA] as set out in the RFP within thirty (30) days of receiving the award.

If the Selected Proposer 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 Propser, 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 PROPOSER.

### ***Certificate of Insurance:***

The Town will require a Certificate of Insurance indicating General Liability Coverage, and Workers Compensation Statutory Coverage. The successful lessee will be required to indemnify and hold harmless the Town for and against any claims, actions, demands, damages, costs or expenses arising out of or related to activity on the premises. The successful proposer will be required to name the Town on the General Liability Certificate "As an Additional Insured".

### ***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.

### ***Indemnification:***

The vendor 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 Proposer'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.

### ***Equal Opportunity Compliance:***

The Vendor 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 Vendor 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 and Appendices**

Appendix A

**CERTIFICATE OF VOTE (Corporations Only)**

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

held on \_\_\_\_\_ it was voted, that \_\_\_\_\_  
(Date) (Name)

\_\_\_\_\_ of this company, be and hereby is  
(Officer)

authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named corporation and that

\_\_\_\_\_ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

\_\_\_\_\_ Clerk

\_\_\_\_\_ Date

Corporate Seal

**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.

\_\_\_\_\_ By: \_\_\_\_\_  
\* Signature of individual or Corporate Officer  
Corporate Name (Mandatory) (Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # (Voluntary)  
or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

Appendix C

**HOLD HARMLESS AND INDEMNITY CLAUSE**

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

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Name and Title (Print or Type)

\_\_\_\_\_ Date

Corporate Seal



**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 \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME (print) \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

Corporate Seal

## Appendix E Property Description



Tremont Mill Pond  
Lot.pdf



Dam Evaluation  
NOI plans.pdf