

TOWN OF WAREHAM



REQUEST FOR PROPOSALS

TREMONT DAM

GENERATION PLANT OPERATION/LEASE

Legal Notice
TOWN OF WAREHAM
REQUEST FOR PROPOSALS

TREMONT DAM PLANT OPERATION/LEASE

The Town of Wareham is seeking sealed proposals for the lease of the Tremont Dam and its generation plant. The Town of Wareham anticipates that the awardee of the Tremont Mill Pond Dam lease will operate generation equipment in accordance with FERC and MA rules. The Town will fully support and actively assist with securing any required permits, grants, etc.

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. It is the responsibility of any offeror to visit the site and thoroughly familiarize themselves with the condition and work required. The Town owns approximately 16 acres around and below the dam and would consider various recreational uses for that property and recreational use of the dam facilities.

Proposals shall be received on behalf of the Awarding Authority, Wareham Town Administrator, at the Office of Procurement, Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, until Monday, August 7, 2017 by 1:00 p.m. The Town will establish a panel to review and evaluate all proposals received and to select the proposal they deem to be in the best interest of the Town. Offerors may be requested to meet with the review committee to answer any questions or clarify any aspect of the proposal. Once an offer is selected the Town will commence negotiations with the Selected Offeror to develop the final Agreement terms. Phone calls, telegrams, postmarks, etc. will not be considered. Proposals not submitted on original forms shall be deemed non-responsive. **Proposals must be submitted in a sealed envelope clearly marked “RFP-for Tremont Dam Generation Plant Operation/Lease, Monday, August 7, 2017, 1:00 p.m.”** The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to proposer without notice.

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.

The Town of Wareham is an equal opportunity employer. The Town of Wareham encourages proposals from Women and Minority Business Enterprises.

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) under Bid Postings.

The Town of Wareham is seeking proposals for the lease/operation of the Tremont Dam and its generation plant. 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 proposals and disposition of property shall be in accordance with all other applicable sections of the General Laws as most recently amended which govern the award of this contract.

I SUBMISSION REQUIREMENTS

A. One original Proposal must be submitted.

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

B. Proposals must be submitted in a sealed envelope clearly marked “Tremont Dam Generation Plant Operation/Lease-1:00 p.m., Monday, August 7, 2017”. The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to proposer without notice.

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 stated in Section B.

- 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 his/her bid.
- F. Signed and sealed certification of vote (for use by Corporations). (Proposers may submit their own certificate of corporate vote.)
- G. The proposal shall contain a detailed description of the Proposer’s intended use of the property.

H. 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.

I. Proposals shall provide all the information required in this request for proposals and the attached forms, and may include additional information such as narrative summaries, business brochures, letters of recommendation, etc.

J. 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.

K. All Proposers will be notified of the selection decision.

Pre-Conference: Should Proposers choose to, they may contact Mr. David Menard, Director of Municipal Maintenance at 508-295-5300 to schedule a walk-through appointment.

II. ADDENDUM OR PROPOSAL MODIFICATION

If any changes are made to this RFP, an addendum will be posted on the Town's website, under Bids & RFPs. It is the sole responsibility of the Proposer to ascertain the existence of any addendum and/or modifications issued by the Town. As this RFP has been published on the Town's website (www.wareham.ma.us) all Proposers are responsible for checking the website for any addendum and/or modifications that are subsequently made to this RFP.

The Town accepts no liability for and will provide no accommodations to Proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to the body of the RFP, Scope of Work, terms and conditions, or which change the intent of this RFP are prohibited and may disqualify a response.

III. CONTRACT DOCUMENT

The contract documents will consist of all forms as attached hereto. In addition, the following documents will be included:

1. All submissions required by Sect. I 'Submissions'

2. The RFP and any RFP addendum
3. Notification of Intent to Award
4. Any other document(s) by mutual agreement of the Town and successful proposer

IV. INSURANCE

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.

V. PROPOSAL REQUIREMENTS

The evaluation Committee shall reject and not recommend to the Town Administrator proposals that do not meet the following minimum requirements.

1. The Proposer must provide 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. The Proposer must also submit the following information:
 - a. Contact information: The name, contact person (phone number and address), narrative description of proposer's organization and experience in operating a similar entity.
 - b. List of qualifications of key personnel.
 - c. Business References: Provide three (3) references.
 - d. 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.
 - e. Proposed use: Provide a detailed description of all proposed occupant activities, including the following:
 1. Types of services available
 2. Hours of Operations
 3. Other relevant information that describes the proposed use of the property
 4. Submit a Price Proposal using the form Proposed Date of occupancy
 5. A full description of the proposed use of the Tremont Dam and Generation Plant

VI. PROPOSAL EVALUATION

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 five (5) 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.

1. Organizational Experience:

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 dam repairs and the operation of a generation plant.

Not Advantageous: Less than five (5) years' experience in dam repairs and the operation of a generation plant.

Advantageous: Five (5) years' experience in dam repairs and the operation of a generation plant.

Highly Advantageous: Five (5) or more years' experience in dam repairs and the operation of a generation plant.

2. Operation Plan:

The Proposer shall submit a five year Operational plan and three (3) business references clearly establishing the viability of the organization for the lease period.

Not Advantageous: Operation Plan and only one (1) reference indicate the organization will most likely be successful during the lease period.

Advantageous: Operation Plan and only two references clearly indicate the organization will be successful during the lease period.

Highly Advantageous: Operation Plan and three (3) or more references clearly indicate the organization has a high probability of success during the lease period.

3. Proposed Use(s)

Not Advantageous: uses are as follows: Plan does not generate electricity or complies with FERC

Advantageous uses are as follows: Plan produces electricity and complies with FERC.

Highly Advantageous uses as follows: Plan produces electricity and complies with FERC and also provides other energy uses.

4. Financial Capability

Proposer submits clear and complete list of financial references with personal knowledge of the organization's current and future financial situation or financial records showing expenses, income and investments.

Not Advantageous: Only one (1) or fewer of the references have detailed personal knowledge of the financial situation of the organization and responses indicate the

proposer would have difficulty meeting the financial obligations stated in the proposal for the entire period of the lease agreement or Proposer with incomplete financial information that does not demonstrate the financial ability to meet the obligation stated in the proposal for the entire period of the lease agreement.

Advantageous: Only two (2) or fewer of the references have detailed personal knowledge of the financial situation of the organization and responses indicate the proposer mostly has the ability to meet the obligation stated in the proposal over the entire period of the lease agreement or Proposer with financial documents demonstrating the ability to meet all financial obligation stated in the proposal over the entire period of the lease agreement.

Highly Advantageous: Three (3) or more references have detailed personal knowledge of the financial situation of the organization and responses indicate the Proposer clearly has the ability to meet the obligations stated in the proposal over the entire period of the lease agreement or Proposer with complete financial documents clearly demonstrating the ability to meet all the financial obligations stated in the proposal over the entire period of the lease agreement.

5. Repair component Plan

Not Advantageous: uses are as follows: Does not have a repair component plan.

Advantageous uses are as follows: has gate and powerhouse repair component plan.

Highly Advantageous uses are as follows: has gate, powerhouse, repairs and upgrade component plans.

VII. RENT PAYMENT

The lessee will have complete responsibility for all expenses related to the operation and maintenance of the leased space for the full term of the lease, including taxes as required by law (real estate and personal property, if applicable), all utilities, and all repairs required to maintain the building in compliance with all applicable provisions of law, regulations, and building codes.

VIII. TERMS OF LEASE AND CONDITIONS

The successful proposer will be expected to execute a Lease Agreement as set out in the RFP within thirty (30) days of receiving the award and must comply with FERC regulations.

**THE TOWN RESERVES THE RIGHT TO TERMINATE ANY LEASE PROCURED
HEREUNDER UPON 60 DAYS WRITTEN NOTICE TO LESSEE.**

IX. AWARD

The Town Administrator or his designee will evaluate proposals, with the assistance of such additional consultants or Town officials or employees as the Committee shall deem warranted. He shall rate all responsive proposals, evaluating the advantages and disadvantages of each. The Chief Procurement Officer shall select the successful proposer, taking into consideration which proposal is in the best interest of the Town. The successful proposal need not be the one offering the highest rental payment. The Town Administrator reserves the right to negotiate with the successful proposer as to the final terms and conditions of the lease agreement. Award of the lease shall be subject to the approval of the Wareham Town Administrator and then the Wareham Board of Selectmen.

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 lessee's use of the premises. The Lessee will be required to name the Town on the General Liability Certificate "As an Additional Insured".

X. 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.

XI. 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.

XII. 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.

XIII. Additional Terms and Conditions

If the Successful Offeror 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 Offeror, 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 purchase from other sources materials or services to take the place of the work not completed, items rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the Successful Offeror hereby agrees to reimburse the Town of Wareham promptly for excess costs occasioned by such purchases for goods and services. Should the cost be less, the Successful Offeror shall have not made claim to the difference.

Town of Wareham
PROPOSAL FORM
TREMONT DAM GENERATION PLANT OPERATION/LEASE

Date:

Name and address of Individual, Corporation or other Entity submitting this proposal:

The following information shall be provided on this form or on such additional sheets as shall be required.

1. The Individual, Corporation or other entity submitting this proposal operates on a for-profit ___ , not-for-profit ___ basis. Evidence of not-for-profit status is attached to this proposal form.
___ Yes ___ No

2. Provide a brief history of the entity submitting this proposal, including length of time in existence, name and address of officers or trustees, current location, description of current operations, including number of employees, students, patients, clients, visitors, etc. prior leased properties and name and address of landlord in each instance.

3. State the proposed annual rent and payment schedule. Rent may be stated as an initial annual rent payment, provided that at no time shall adjusted rent be reduced below the level of the prior year. It is the intent of the Town that rental payments shall commence upon execution of the lease, regardless of the timing of occupancy of the leased premises.

4. Fully and completely identify your plans during the term of said lease. This would include plans for the gate structure, the powerhouse including the installation of any turbines.

5. The Prospective Lessee agrees to execute a Lease Agreement within thirty (30) days of delivery of such lease by the Town. ___ Yes ___ No

Proposal Submitted By:

(Signature) (Title)

CONTRACT PRICES

The proposer above-mentioned declares and certifies:

That said proposer has carefully examined the instructions to Proposers, schedules, and specifications prepared under the direction of the Town Administrator, and will, if successful in the proposal, furnish and deliver at the prices offering and within the time stated, all the materials, services or labor for which this proposal is made.

No plead of mistake in an accepted proposal shall be available to the undersigned Proposer.

All Proposers are required to answer the following survey questions. Proposals not answering the following questions may be deemed non-responsive.

- | | Yes | No |
|--|-----|-----|
| a. Is the Proposer a Minority Business Enterprise (MBE)? | [] | [] |
| b. Is the Proposer a Women Business Enterprise (WBE)? | [] | [] |
| c. Does the Proposer possess a business certificate in the Town of Wareham? | [] | [] |
| d. Has the Proposer provided services or goods to the Town of Wareham at any time during the past 24 months? | [] | [] |

Plan for gate structure repairs, description of planned repairs, schedules and estimated costs.

\$ _____

Plan for repairs to the powerhouse including installation of turbines, expected schedule. Provide details on selected turbines and their performance characteristics. Estimated cost:

\$ _____

Provide plan for required permits including FERC and NEPOOL permits and estimated time associated with the permitting. Estimated Cost: _____

Provide potential grant opportunities and any requirements of the Town to assist. Examine potential for participation in the forward capacity markets.

Total Lease Offer

Per Year \$ _____
(written amount in words)

Authorized Signature

Name and Title (Print or Type)

Telephone Number

Fax Number

CERTIFICATE OF VOTE
(Corporations Only)

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

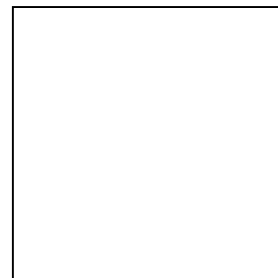
held on _____ it was voted, that _____
(Date) (Name)

_____ 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

CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. c. 62C, §49A, I hereby certify that _____

Legal Name of Proposer's Business Entity

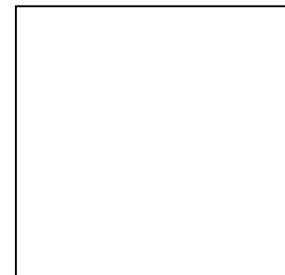
has complied with all laws of the Commonwealth of Massachusetts relating to the
payment of taxes.

Signed under the penalties of perjury.

Authorized Signature

Name and Title (Print or Type)

Date



Corporate Seal

**STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE
FOR USE IN
LEASES, USE AGREEMENTS, PROCUREMENT CONTRACTS ETC.**

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

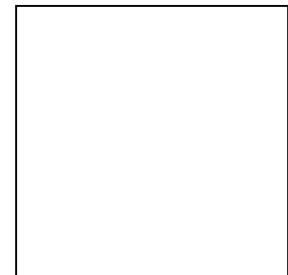
through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Town of Wareham and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigations and judgment of every name and description brought against the 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 offering is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

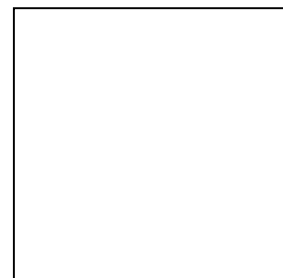
Authorized Signature

Date

Social Security Number or Federal
Identification Number

Legal Name of Business Entity (Please Print or Type)

Address: _____



Corporate Seal