TOWN OF WAREHAM, MASSACHUSETTS

INVITATION FOR BIDS

SALE OF TREMONT MILL POND DAM AND PROPERTY TREMONT MILL POND ROAD

WAREHAM, MASSACHUSETTS

October 22, 2020

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1.0 Notice of Real Property Disposition

The Wareham Board of Selectmen, acting through the Town Administrator, hereby solicits bids from qualified individuals or firms to purchase and reuse TREMONT MILL POND DAM at TREMONT MILL POND ROAD, including the former hydroelectric generating plant and associated 22.3 acres of property.

Property at Assessor's Map 101, Lot 1000 is appraised at \$950,300. Minimum value is considered to be \$1,000,000 [One Million Dollars].

All respondents are required to respond in written form to the Invitation For Bids [IFB] and to submit documentation substantiating their qualifications to acquire the facilities as required. Failure to provide such information may result in a bid proposal being considered non-responsive.

The bid documents may be obtained or examined at the Wareham 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. The IFB may also be viewed and downloaded from the Town website https://www.wareham.ma.us/bids-rfps

A Request For Proposals has been issued at the same time and separately to study options for energy generation at the site. The Town reserves the right to choose one option.

2.0 Overview of the Property Disposition

Bid Due Date:

TUESDAY, DECEMBER 8, 2020 at 4:00 PM

Bids submitted to:

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

Competitive sealed proposals will be received by the Office of the Town Administrator, at the above-specified location, until the time and date cited.

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.

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 23, 2020 and will make these responses publicly available at https://www.wareham.ma.us/bids-rfps

IFB 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

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 IFB 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 IFB response are available for public review.

Disposition Process:

The site is owned by the Town of Wareham and was declared surplus by the Town Administrator. In April 2021, Town Meeting will be asked to vote to authorize sale of the property. This will be a contingency for transfer of title.

A draft Purchase and Sales Agreement is appended to this document.

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.

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 Bidder and his/her ability to demonstrate the financial capacity for the acquisition and 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 Bidder 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:

Letter of Intent with supporting documentation and forms;

Bid Price Proposal, two copies in separate, labeled envelope;

Thumb drive with above documents in .pdf file format.

Bid Price Proposal

Respondent must submit a bid on the Bid Price Form. The Bid shall be submitted as two (2) copies, which shall be sealed in an envelope labeled "Tremont Mill Pond Dam Property – Bid Price Proposal."

Proposed Use:

The proposal shall contain a detailed description of the Proposer's intended use of the property.

Letter of Intent:

A letter of intent, signed by the proposer/bidder, that describes the proponent's interest in the property and the general intentions concerning the future use of the site. This letter shall also contain:

1. The name, address, telephone, email and fax number of the representative authorized to act and speak for the proponent.

- 2. The nature and status of the organization acting as the bidder (whether a non-profit or charitable institution, a corporation, a business association, or a joint venture) and the jurisdiction in which it is registered to conduct business.
- 3. Statement signed by person of authority making a commitment to secure the property and provide ongoing maintenance of the property.
- 4. Experience of the bidder, including a detailed description of technical and financial capabilities to own and manage a significant dam structure and stream and storm water flow control facilities. Experience should be related to the proposed use of the property.

Forms:

The following forms shall be included in the submission:

- 1. BID PRICE PROPOSAL
- 2. BID SIGNATURES PAGE
- 3. CERTIFICATE OF NON-COLLUSION
- 4. STATE TAXES CERTIFICATION CLAUSE
- 5. BENEFICIAL INTEREST DISCLOSURE STATEMENT

7.0 Evaluation and Selection Process

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. Acceptance of the Bid shall be subject to the approval of the Wareham Town Administrator and then the Wareham Board of Selectmen.

Minimum Threshold Requirements:

- 1. Evidence, such as bank or other private equity commitments, to show Bidder's ability to obtain financing:
- 2. A non-refundable deposit at 5% [five percent] of the Bid Price, which will be returned to the unsuccessful bidders; and,
- 3. Evidence that Bidder has ability for management of the dam.

Evaluation Criteria:

The following selection criteria will be used to guide the selection of the successful Bidder:

1. Highest Bid Price

• Highest Bid Price equal to, or exceeding \$1,000,000 [One Million Dollars].

2. Experience and Qualifications of the Bidder

- Highly Advantageous The qualifications of the Bidder demonstrate experience at the highest level with water impoundments and specialty facilities with high public safety risk. The team has management experience with more than one (1) similar facility.
 References for the Bidder are excellent.
- Advantageous The qualifications of the Bidder demonstrate a reasonable level of experience with water impoundments and specialty facilities with high public safety risk. The Bidder has management experience with at least one (1) similar facility. All references for the Bidder are good.
- Not Advantageous The qualifications of the Bidder demonstrate a modest or low level
 of expertise with water impoundments and specialty facilities with high public safety
 risk. The Bidder has no management experience with similar facilities.
- Not Acceptable The qualifications of the Bidder do not demonstrate a reasonable level of expertise. Or one or more of the references is poor.

3. Proposed Use(s)

- Highly Advantageous—The proposed uses include the restoration of the hydroelectric plant, and active management of the water levels and impoundment.
- Advantageous

 The proposed uses do not include the restoration of the hydroelectric plant, but do include active management of the water levels and impoundment.
- Not Acceptable

 The proposed uses do not include restoration of the hydroelectric
 plant, or active management of the water levels and impoundment, or restoration of
 the natural streamflow.

8.0 General Terms and Conditions

The successful proposer will be expected to execute a Purchase and Sales Agreement as set out in this IFB 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 Proposer, or fails to make replacement of rejected articles when so requested, or fails to complete actions 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.

The bid 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 7.0. The name of each proposer and the bid price of each proposal shall be recorded. Proposals become public information when they are opened.

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.

Any agreement resulting from this IFB 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 IFB 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 Purchase and Sales Agreement, as well as, the terms and provisions of any documents listed or referred to thereunder.

If any changes are made to this IFB, 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 IFB 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 IFB.

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. Bidders may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to the body of the IFB, terms and conditions, or which change the intent of this IFB are prohibited and may disqualify a response.

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

BID PRICE PROPOSAL FORM – TREMONT MILL POND DAM

Pricing Structure – Fixed Cos	<u>sts</u>		
Purchase Price of Town Pro	operty at Tremont Mill Pond Dam	\$ 	
Non-Refundable Deposit		\$ 	
	abide by the terms and conditions they are making to the Town of Wai		
Company			
Authorized Signature			
Name and Title			
Date			

BID SIGNATURES PAGE

Signature for Individual Name of Company Telephone Number Name and Title of Individual Fax Number Authorized to Sign Signature Date Signature for Partnerships (must be signed by ALL general partners) Name of Partnership Date Name and Title of Partner Signature Name and Title of Partner Signature Name and Title of Partner Signature Telephone Number Fax Number of Company Offices

BID SIGNATURES PAGE CONTINUED Signatures for Corporation

Name of Corporation	Date
Printed Name and Title of Duly Corporate Seal (affix below)	Signature Authorized Company Officer
Telephone Number	_
Fax Number	_
E-Mail Address	_
FID Number	-
Signature of Clerk	_
Please furnish the following additional	information:
Incorporated in what state?	
President:	
Treasurer:	
Secretary:	
_ ·	rporation, are you registered with the Secretary of the the provisions of M.G.L. Chapter 156D § 15.03?

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of Westfield before award.

TOWN OF WAREHAM

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

TOWN OF WAREHAM

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of p all state tax returns and paid all state ta	erjury that I, to my best knowledge and belief, have filed xes under law.
* Signature of individual or	By:
_	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

LEGAL ADVERTISEMENT FOR BID

The Town of Wareham, Massachusetts, is offering developers or individuals a unique opportunity to purchase a publicly owned parcel located at 0 Tremont Pond Road, to be privately owned. 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: "Purchase of Town Property at Tremont Mill Pond Dam." All proposals must be in the Town Administrators office no later than Tuesday December 8, 2020 at 4:00 pm. No bids 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.

IFB specifications can be found at www.wareham.ma.us under Bid and RFPs.

Derek D. Sullivan, Town Administrator

Appendix D

Beneficial Interest Disclosure Statement

ACQUISITION OF REAL PROPERTY FROM

THE TOWN OF WAREHAM

For sale of Real Property from the Town of Wareham Massachusetts the undersigned does hereby state, for the purposes of **disclosure** pursuant to Massachusetts General Laws, Chapter 7, Section 40J (a copy of which is attached hereto), of a transaction relating to real property as follows:

follows:
(1) REAL PROPERTY: The parcel of land, containing approximately 22.3 acres of land located at 0 Tremont Pond Road, Town of Wareham, County of Plymouth, Commonwealth of Massachusetts, conveyed or to be conveyed to
(2) TERM: Sale
(3) SELLER: Town of Wareham
(4) Names and addresses of all persons who have or will have a direct indirect beneficial interest in the property as Seller (attach additional sheets if necessary).
NAME RESIDENCE ADDRESS
(5) None of the above-mentioned persons is an employee of the Town of Wareham, Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth, except as listed below. Signed under the penalties of perjury.
By:
DATE:
NAME:
TITLE:
Hereunto Duly Authorized

Appendix E

PURCHASE AND SALE AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREE between the follow	MENT made and entered into this theday of 2020 by and ving:
Seller:	Town of Wareham
	c/o Town Administrator
	54 Marion Road
	Wareham, MA 02571
Buyer:	
Seller agree premises described	s to sell and Buyer agrees to buy, upon the terms as hereinafter set forth, the l as follows:
Tremont Mill Pond on Tax Assessors M	Dam at 0 Tremont Mill Pond Road, and being further identified as Parcel 1000 lap 101.
Included in the sal	e as a part of the premises are all trees, shrubs, plants and topsoil and the located thereon.
The premises shall	be conveyed by Seller to Buyer by Quitclaim Deed.
The sale will be coproperty.	ontingent on Wareham Town Meeting voting to approve disposition of the
made payable to t which the Town sha used as a credit ag purchase price shal as agreed to by Sel take place for any	eed and conveyance Buyer shall pay to Seller the sum of

associated with allowing Buyer a license to occupy the premises pending the closing. All obligations of the parties hereunder shall cease with no further liability to either party.

- 1. The Closing is to be held with the deed and the purchase price delivered at 2:00 PM on at the Plymouth County Registry of Deeds unless otherwise agreed in writing or as otherwise is in conformity with the terms of numbers 6 or 7, below.
- 2. Full possession of said premises free of all tenants and occupants is to be delivered at the time of delivery of the deed.
- 3. The premises shall be delivered in the same condition as they now are, reasonable wear and tear excepted. Buyer shall have the right to inspect the premises at all reasonable times prior to delivery of the deed upon 24 hours advance notice to Seller. In the event that Buyer has exercised its privileges under the License Agreement executed between the parties on this date, then Buyer has waived its rights under this number 6.
- In the event that Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises as stipulated herein, then Seller shall use reasonable efforts to remove any defects in title or to deliver possession as provided herein and the time for performance shall be extended for a period of thirty (30) days. If at the expiration of the extended time the Seller shall have failed to remove the offending defects in title or shall have failed to conform the premises to that which is required herein, then the Buyer shall have the following options to be exercised at its sole discretion: (a) Buyer may declare this purchase and sale agreement void; or (b) Buyer may proceed with the closing with knowledge of the defects in title or conditions and require Seller to convey to Buyer all of Seller's right, interest and title in and to the premises by deed with quitclaim covenants. Should Buyer exercise option "a" Buyer may do so by a writing delivered to Seller within seven (7) days after the expiration of the 30 day extension period. Should this option be exercised, all obligations of the parties hereunto shall cease and this agreement shall be of no further effect. Failure of Buyer to exercise its option within the said seven (7) days shall be deemed an exercise of option "a". Should Buyer exercise option "b" Buyer shall do so by a writing delivered to Seller within seven (7) days after the expiration of the 30 day extension period. Should this option be exercised, Buyer shall, in its writing, provide Seller with a reasonable date and time to meet at the Registry of Deeds to undertake the closing. Seller shall cooperate as required.
- 5. In the event that Buyer shall be unable to provide full payment of the purchase price on the date set for closing, then the time for performance shall be extended for a period of thirty (30) days. If at the expiration of the extended time the Buyer shall have failed to secure the funds necessary, then all obligations of the parties shall cease with Seller retaining Buyer's deposit.
- 6. Buyer understands that the premises are not insured at present.
- 7. The acceptance of the deed by the Buyer is deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed.
- 8. Closing costs including real estate transfer stamp taxes and recording fees shall be paid in accordance with local custom.
- 9. Seller warrants that it has not offered the premises for sale through a real estate broker and that no party is due any commission or fee of any nature from the proceeds of this sale.
- 10. This agreement has been executed in one or more counterparts and each copy shall be deemed an original. This agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and sets forth the entire contract between the parties. This

agreement is binding upon the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be cancelled, modified or amended only upon a written instrument executed by both Buyer and Seller.

11. Such notice as may be required to be given in this agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth above.

Executed on the date as first set forth	ı, above.	
Seller:	Buyer:	
TOWN OF WAREHAM		
Ву:	Ву:	
Approved as to form:		
Town Counsel		

APPENDIX F

Property Descriptions

Kbuckland/Tremont pond







Dam Evaluation Tremont Mill Pond NOI plans.pdf Lot.pdf