

REQUEST FOR PROPOSALS
for
PROVISION OF ATTENDANT AND FACILITIES COORDINATOR
at
EAST BOSTON CAMPS, WESTFORD, MA

8-28-2015

**REQUEST FOR PROPOSALS
FOR PROVISION OF ATTENDANT AND FACILITIES COORDINATOR**

At Stony Brook Conservation Lands - EAST BOSTON CAMP sites, WESTFORD, MA

The Town of Westford, Massachusetts invites proposals from qualified individuals or companies to provide Attendant services and Facility coordination “**Coordinator**” at the Town’s East Boston Camps property. The property, located off Depot St. comprises approximately 290 acres, approximately 50 of which are the East Boston Camp sites (EBC). EBC has 32 camp buildings, three public beaches, approximately 1 ½ miles of vehicle accessible roads and over 4 miles of walking trails. The Westford Conservation Commission has care and custody of the property. In cooperation with the Recreation Department, the Conservation Commission licenses and leases portions of the property and buildings for various camp and recreational activities. The property is also used by the public generally without fee for various passive recreational activities, subject to rules and regulations and a permanent Conservation Restriction, which are attached as Appendix A to this RFP.

It is the desire of the Westford Conservation Commission to grant a contract for Attendant services and Facility coordination for a period of three years. The “**Coordinator**” shall be required during the term of the contract to perform other tasks as outlined in the request for proposals (RFP).

The RFP may be obtained at the Conservation Commission Office, Town Hall, 55 Main St., Westford, MA, or by downloading the RFP at www.westfordma.gov/procurement, beginning **August 28, 2015** until noon on **September 17, 2015**.

The Town reserves the right to waive informalities in the proposals, and to reject any proposal, or all proposals, if it is determined that such rejection is in the best interest of the Town. Any and all questions must be made in writing and be hand delivered, mailed to the Conservation Commission or emailed to cgumbart@westfordma.gov or faxed to 978-399-2732, and in any case received at the Commission’s office no later than **Noon on September 10, 2015**. If and when deemed necessary or appropriate by the Town, the Town will respond to written questions in the form of written addenda to the RFP, receipt of which addenda must be acknowledged by offerors where indicated in the Form of Price Proposal that is attached to the RFP. Offerors may rely only on answers (to questions) that have been issued by the Town in the form of written addenda.

Rule for Award- Proposals will be evaluated by the Conservation/ Resource Agent, Director of Land Use Management and a member of the Conservation Commission. The final selection will be based on an evaluation and analysis of the information and materials required under this RFP. The contract will be awarded to a proposer who submits the required documents, has the demonstrated experience and resources to fulfill the contract and best meets the comparative evaluation criteria in the Non-Price Proposal, and provides a competitive price

in the Price Proposal. The total price for the three years of the contract, as submitted in the Price Proposal, will be considered as part of the overall evaluation of the proposers. The Town reserves the right to waive informalities in the proposals, and to reject any proposal, or all proposals, if it is determined that such rejection is in the best interest of the Town. The Board of Selectmen will approve any contract for provision of “**Coordinator**” services at East Boston Camps. Sealed proposals must be submitted **no later than 12:00 Noon on September 17, 2015** to the Conservation Commission, Town Hall, 55 Main Street, Westford, Massachusetts 01886 (978-692-5524).

Proposals must include Form A, “Non-Price Proposal” and Form B “Price Proposal” proposals, in separate sealed envelopes, clearly marked “East Boston Camps Attendant and Facility Coordinator RFP-Non-Price Proposal “ and East Boston Camps Attendant and facility Coordinator RFP- Price Proposal” respectively. Proposals must also include a signed Form C “Certificate of Non-Collusion.”

The successful bidder will also be required to submit the following **before signing the Standard Professional Services Contract, attached as Form D:**

1. Proof of vehicle ownership, registration and insurance;
2. Copy of a current valid driver’s license;
3. CORI/SORI report;
4. Information listed on Form A.

The Board of Selectmen is the awarding authority for this contract. It is the intention of the Town to award the contract within fourteen (14) days of contractor selection.

SCOPE OF SERVICES REQUIRED

The following services shall be provided under the direction and supervision of the Westford Conservation Commission and/or the Conservation/Resource Planner. *Please note that the words “Coordinator” may mean more than one person, if such arrangement is necessary to provide coverage over the time period requested.*

1. The “**Coordinator**” shall provide coverage of the camps as shown on the attached map during open season (roughly April 1 through October 31) between 4:00 P.M. and 8:00 A.M Monday through Friday and 8:00 AM Saturday through 8:00 AM Monday, and shall provide a contact phone number that can be reached during those times.
2. The “**Coordinator**” shall coordinate with the Recreation Department to provide support for users of the camps. He/she shall open the camp gate for approved users at scheduled times and show the facilities to facility licensers after 4:00 P.M. on weekdays and during the day on Saturdays and Sundays. Attendant shall assist users by providing information about natural and manmade hazards of the camps.

3. The “**Coordinator**” shall inspect the campsite several times during the week and occasionally during Saturday and Sunday. He/she shall make sure that all unused buildings are locked, and shall keep the entrance gate closed and locked at any time when none of the facilities are in use. Attendant shall also inspect the camp for any vandalism, unauthorized off road vehicles and boats, including snowmobiles, all terrain vehicles and motorcycles. Any vandalism found shall be reported to the Conservation / Resource Planner and to the Westford Police.
4. The “**Coordinator**” shall be available (in person or by phone) during the stated times to respond to issues of concern from the general public, groups or individuals licensing or leasing the premises or the Police or Fire Departments. Attendant must respond immediately to emergency requests such as problems with utilities or appliances. If the problem is one which he/she cannot address, he/she shall immediately contact Conservation / Resource Planner or designee for the town of Westford to report the problem.
5. The “**Coordinator**” shall report to Conservation / Resource Planner or designee any non-emergency maintenance problems or needs they may observe during their inspections or that are reported to them by facility licensers or others.
6. The “**Coordinator**” shall check water meter once per week to assure there are no leaks in the water system. If water leak is suspected Attendant shall immediately notify the Conservation / Resource Planner or designee.
7. The “**Coordinator**” shall check that dumpster and recycling bins at the Dining Hall and other locations, to assure that they are not filled to overflowing and that the town’s trash/recycling service providers have emptied the dumpsters, totters or bins at least once a week. Smaller trash receptacles (both interior and exterior) shall be emptied regularly and new bags inserted.
8. The “**Coordinator**” shall check that all egresses in accessible building areas are kept unobstructed, safe and operable.
9. The “**Coordinator**” shall check that each building's exterior identification is kept present and clearly visible.
10. The “**Coordinator**” shall check that areas are free from all rodents, skunks, cockroaches and insect infestation. If such infestation is observed the “**Coordinator**” shall immediately notify the Conservation / Resource Planner or designee.
11. During months that swimming *may* take place, the “**Coordinator**” shall check that swimming areas are clean, safe and that piers/floats/docks, etc. are in good repair. If repairs are needed, the “**Coordinator**” shall immediately notify the Conservation / Resource Planner or designee.
12. Prior to the camp season the “**Coordinator**” shall meet on site with Conservation / Resource Planner to discuss upcoming season in March.
13. Prior to camp season (May to October) the “**Coordinator**” shall:

- Confirm that all screening, windows, doors, locks etc. are inspected to assure they are in good working conditions and repaired as necessary and buildings are opened up and ready for use.
 - Check electrical systems to see that they are working in all buildings and report those that are not functioning to the Conservation / Resource Planner.
 - Clean all buildings thoroughly.
 - Confirm that all refrigerators, stoves and ovens are clean and working.
 - The “**Coordinator**” shall have the kitchen and dining hall facilities cleaned and prepared for inspection for issuance of annual food service license and have repairs performed as necessary to meet campground code requirements. The Attendant/Coordinator shall coordinate with Conservation / Resource Planner for inspections by the Board of Health, Building Department and Fire Department.
 - The “**Coordinator**” shall ensure that gate locks are in working conditions.
 - The “**Coordinator**” shall inspect all fixtures to assure they are in good working order (electrical, gas, plumbing, water heaters etc.) and notify the Conservation / Resource Planner or designee if fixtures are not in working order.
 - The “**Coordinator**” shall check to assure that there is adequate lighting in all buildings and that lights are functional. The “**Coordinator**” shall purchase and replace bulbs as needed.
 - The “**Coordinator**” shall test all carbon monoxide, fire, and smoke alarms and batteries replaced as needed.
 - The “**Coordinator**” shall check to assure there are no missing/cracked tiles/surfaces (smooth surfaces are generally required for rooms containing a toilet, shower, bath tub and also for kitchens/pantries) and shall repair/replace as needed.
 - The “**Coordinator**” shall check to assure adequate levels of propane at Dining Hall and inform the Conservation / Resource Planner or designee when delivery needed if needed.
14. Purchases for maintenance supplies will be made using sound business practices at local stores running accounts for the Conservation Commission. Any materials or repairs over two hundred dollars (\$200.00) shall be reviewed with and approved by the Conservation / Resource Planner or designee prior to the repair.
15. During camp season (May to October) the Attendant/Coordinator shall perform necessary minor maintenance of camp buildings; including but not necessarily limited to painting, light carpentry and maintenance of windows, screens and doors and lighting fixtures; campgrounds and beaches to meet campground code requirements, except as such services may be required under the terms of any lease or license issued to a particular user of the facilities.
16. During camp season (May to October) the Attendant/Coordinator shall:
- Keep all indoor areas clean and free of dirt, mold, and mildew.

- Maintain all structures so that they are weather tight (roofs, doors, windows, etc.).
 - Keep indoor showers and bathrooms clean (with an adequate supply of hand soap and paper towels and toilet paper).
 - Check all windows to assure that they have intact screens have screens and that all glass is intact.
17. Following the camp season the **“Coordinator”** shall ensure that all buildings are secured for the fall and winter seasons with windows and doors shuttered and/or locked and secured against unauthorized entry. All refrigerators must be cleaned, unplugged and left open.
 18. The **“Coordinator”** shall remove pine needles and leaves from the roofs of all buildings on an as needed basis.
 19. Following the camp season the **“Coordinator”** shall meet on site with Conservation / Resource Planner to review the past season (no later than November).
 20. The **“Coordinator”** must be knowledgeable of the contents of the Conservation Restriction and the Conservation Commission’s Rules and Regulations in place on the property. The Attendant shall contact the Westford Police for assistance in termination of prohibited activities in violation of the Conservation Restriction and Conservation Commission Rules and Regulations established for the property that he/she may observe. The **“Coordinator”** shall submit a report to the Conservation/Resource Planner of any such activities reported to the police.

OTHER REQUIREMENTS

The **“Coordinator”** must provide their own vehicle.

The **“Coordinator”** must provide their own hand tools or coordinate with the Conservation / Resource Planner when tools are needed that are not in the EBC Maintenance Shed.

The **“Coordinator”** should be able to lift up to 50 pounds occasionally and frequently lift 25 pounds.

The **“Coordinator”** should be able to carry up to 25 pounds occasionally and 10 pounds frequently.

Other physical consideration for the **“Coordinator”** include the ability to sit, stand, twist, bend, squat, kneel and crouch.

FORM A
NON-PRICE PROPOSAL
EAST BOSTON CAMPS ATTENDANT SERVICES AND FACILITY COORDINATOR
Submit this form in a **separate envelope** clearly marked on the outside as **“Non-Price Proposal – EAST BOSTON CAMPS ATTENDANT SERVICES AND FACILITY COORDINATOR”**

Use additional paper as necessary

Name of Bidder: _____

Firm: _____

Address: _____

Town: _____ State: _____ Zip: _____

Telephone: _____

On a separate sheet provide the name and address and date of birth of all personnel expected to be working on the property.

(Use Additional Paper, if necessary)

List and describe any experience you have providing property attendant services, and facility maintenance, specifically for recreation or conservation lands if available. Describe nature of property cared for and tasks performed. Identify if you have reviewed the Professional Services Contract, Form D, and if you will provide a certificate of insurance as required. You must also note if you have any outstanding overdue obligations (fees, taxes, rent), owed to the Town of Westford. Provide reference information for property owner including name, address, and telephone number for any properties managed within the last two years.

Evaluation Criteria

Each of the following criteria will be evaluated as: highly advantageous; advantageous or unacceptable to the Town.

Criteria #1 – Experience Providing Attendant Services and Facility Maintenance

I have experience providing attendant services and facility maintenance. *Provide a brief summary of such experience on the next page.*

A Highly Advantageous rating will be provided to a proposer with more than 10 years of experience providing attendant services and facility maintenance.

An Advantageous rating will be provided to a proposer with 1-10 years of experience providing attendant services and facility maintenance.

An unacceptable rating will be provided to a proposer with less than 1 year of experience providing attendant services and facility maintenance.

Criteria #2 – Experience Providing Attendant Services and Facility Maintenance

I have experience providing attendant services and facility maintenance for recreation or conservation lands and camp or similar facilities as required. *Provide a brief summary of such experience on the next page.*

A Highly Advantageous rating will be provided to a proposer with more than 10 years of experience providing attendant services and facility maintenance as described. An

Advantageous rating will be provided to a proposer with 1-10 years of experience providing attendant services and facility maintenance as described.

An unacceptable rating will be provided to a proposer with less than 1 year of experience providing attendant services and facility maintenance as described.

Criteria #3 – Insurance

I shall provide the Town with a certificate of insurance, naming the Town as an insured, and as specified in the contract Agreement for Attendant Services

A Highly Advantageous rating will be provided to a proposer who will provide the Town with a certificate of insurance, naming the Town as an insured, and as specified in the contract Agreement for Attendant Services.

An unacceptable rating will be provided to a proposer who will not provide the Town with a certificate of insurance, naming the Town as an insured, and as specified in the contract Agreement for Attendant Services.

Criteria #4 – Outstanding Financial Obligations

I have no outstanding overdue obligations (fees, taxes, rent), owed to the Town of Westford.

A Highly Advantageous rating will be provided to a proposer who has no outstanding overdue obligations (fees, taxes, rent), owed to the Town of Westford.

An unacceptable rating will be provided to a proposer who has outstanding overdue obligations (fees, taxes, rent), owed to the Town of Westford.

Signature of applicant _____

Form C

CERTIFICATE OF NON-COLLUSION

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

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 work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

Signature of individual submitting bid or proposal

Name of Business

Date

Form D- Standard Professional Services Contract

TOWN OF WESTFORD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN OF WESTFORD, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 55 Main Street, Westford, MA 01886, hereinafter referred to as the "TOWN", and _____,[a _____ corporation] having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of _____, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of _____.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price \$_____.
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any

elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set out in Attachment A.

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur

additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent

jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this Contract.

TOWN OF _____, MA

By its: _____

Town Accountant

Approved as to Form:

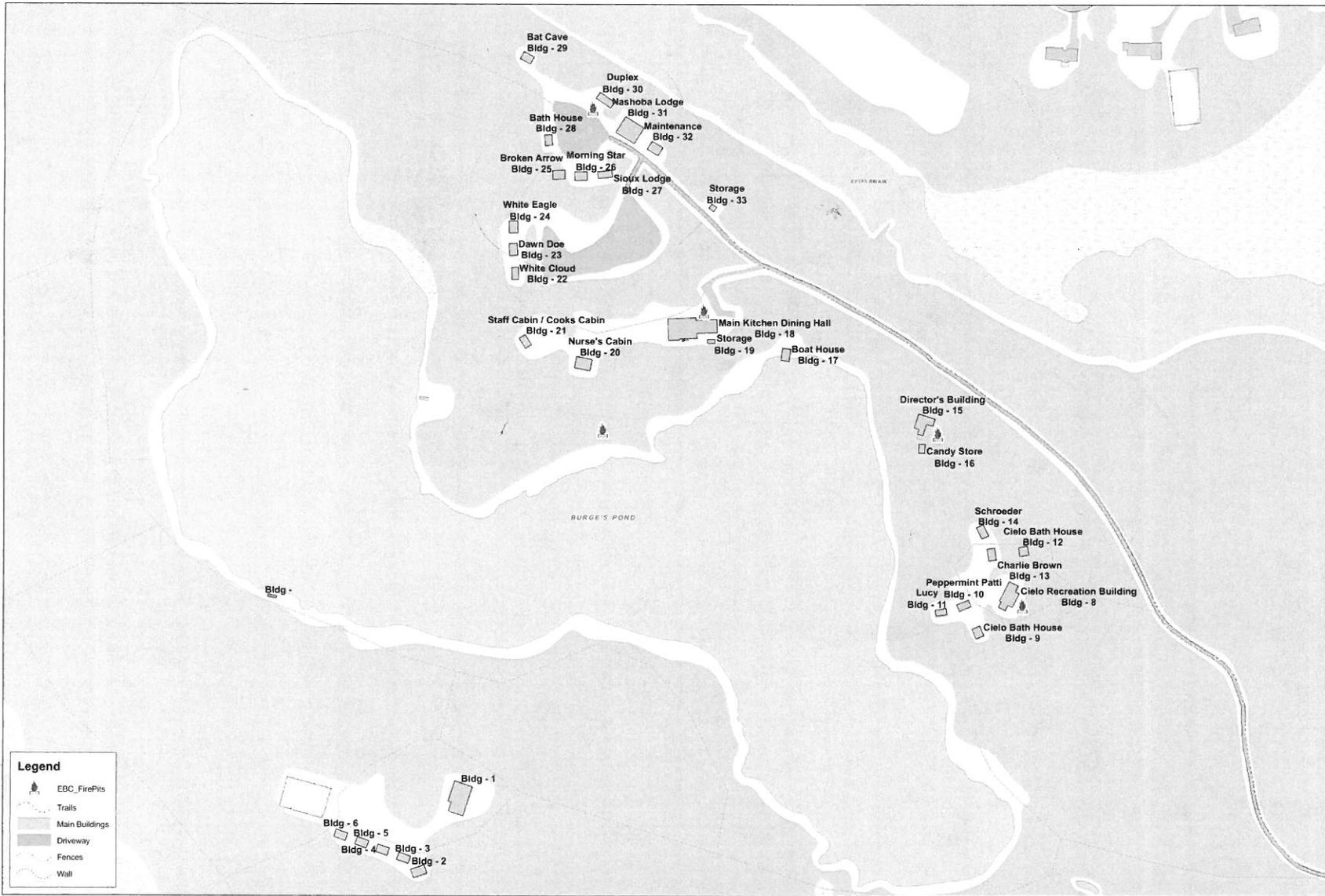
CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)

Town of Westford
 RFP - EAST BOSTON CAMPS ATTENDANT AND FACILITIES COORDINATOR
 Addendum A: Map of East Boston Camps



Legend

- EBC_FirePits
- Trails
- Main Buildings
- Driveway
- Fences
- Wall

0 50 100 150 Feet

**East Boston Camps
 Westford, Massachusetts**



Town of Westford, Massachusetts

Map created 5.20.09 Town of Westford GIS Department