

TOWN OF WESTFORD
CONSERVATION COMMISSION
TOWN HALL
55 Main Street
Westford, Massachusetts 01886

ADDENDUM TOWN OF WESTFORD REQUEST FOR PROPOSALS TO LEASE
FOR CAMP OPERATIONS A PORTION OF THE EAST BOSTON CAMPS
PROPERTY OWNED BY THE TOWN OF WESTFORD

NOVEMBER, 2010

December 6, 2010

TO: Prospective Offerors, Request for Proposals, Lease of a Portion of East Boston
Camps for Camp Operation

RE: Response to Submitted Questions

Questions regarding the Request for Proposals for lease of a portion of East Boston
Camps for a camp operation were submitted at the pre-proposal meeting on Monday,
November 29, 2010. The following are responses deemed appropriate

Q1: What the greatest number of campers we can have? 200? Or less? How many
campers will town rec camp be licensed for? How many will that leave us? When will
we know this by?

*A: 200 is correct. The Recreation Department runs a day program, and their participants
are not considered campers.*

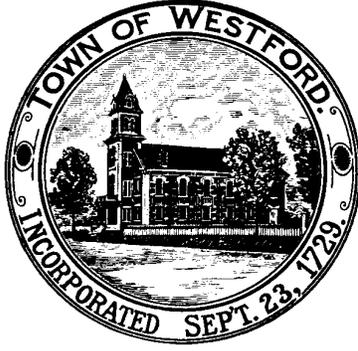
Q2: Portable toilets, showers, tent platforms, and rental equipment will not remain as
improvements to property even if they bring the place to code, Correct?

A: That is correct.

Q3: Access to duplex building? Access to "bat cave"? Access to pond?

*A. The Duplex and Bat Cave buildings are currently undergoing renovation, and it is not
definite at this time whether they will be ready for use by the time of the camp period .
This can be discussed at such time as they are ready for use. The camp operation will
have the use of the "Boy's Beach" area.*

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Q4: Is 9week duration mandatory?

A: *No.*

Q5: Kitchen and dining hall being brought up to code – correct?

A: *The Friends of East Boston Camps have committed to having the kitchen and dining brought up to building and health codes by early spring 2011.*

Q6: Page 5 section D – day camp only or residential camp?

A: *This section should be corrected to read: “The day and/or overnight camp must be confined to the Boy’s Camp”*

Q7: Are RVs allowed for staff housing?

A: *We will need further information from Town Counsel regarding this question.*

Q8: Have cabins been inspected?

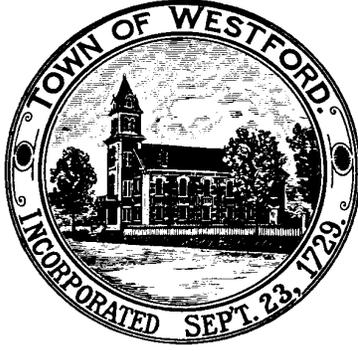
A: *Yes-the Building List attached to the RFP describes issues that must be attended to. Re-inspection of all facilities will be needed to obtain the necessary local permits*

Q9: Nashoba lodge building – are broken ceiling needing replacement and are they Asbestos?

A: *The ceiling must be repaired. The ceiling is plywood and not asbestos.*

Q10: Are we required to hire contractors for temporary platforms?

A: *As per the draft lease agreement, yes, however, that is a draft proposal and could be negotiated. Also, proper building permits must be obtained. However, please note that the Conservation Restriction in place on the property requires that for the expansion of camp and educational structures the approval of the Grantee (the Westford Land Preservation Foundation, Inc. through a Notice procedure that must commence at least 60 days before the planned commencement of the work. Please see Section V of the EBC Conservation Restriction for more details.*



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Q11: Who's responsible for boarding up windows, locking doors, draining plumbing, etc.?

A. It is assumed the question is in reference to the period following the camp operation each year. The town's caretaker would be responsible for those activities.

Q12: Location of asbestos and lead paint data/reports?

A. These will be sent by email to all attendees of the Pre-proposal conference.

Q13: Page 5, B - "first class workmanlike manner" "new materials of prime quality" these terms are vague but strong and binding. Need more or less specifics.

A. As per the draft lease agreement, yes, however, that is a draft proposal and could be negotiated

Q14: Are these requirements only for work affecting the structures or ALL work on premises (bench, picnic table, etc.)?

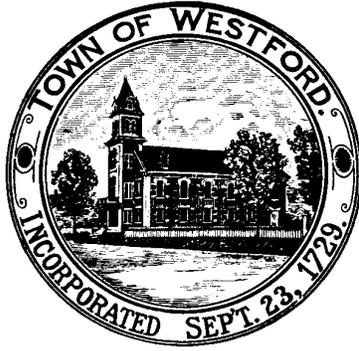
A. This requirement is for structures only.

Q15: Do platforms and tents (if used) become the property of the town at the end of the lease?

A. No.

Q16: 5.6.A. General maintenance requirement – does this requirement apply all year long, or just during the camp season? Does this requirement apply to all infrastructure servicing the whole property or only infrastructure servicing the "boys camp" area? How about if someone else dumps stuff?

A: The maintenance requirement only applies during the period of the camp season, and applies only to the infrastructure servicing the "Boys Camp" area. The Town would be responsible for dumped material.



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Q17: What is the town's degree of responsibility for excessive costs of refurbishment found after the contract is awarded? EG. Found hazardous waste buried in woods or costs of Lead/Asbestos exceeds total rent.

A: Town would be responsible if previously buried waste is found on site. Any offeror must take into account potential costs of lead/asbestos abatement in developing their proposal. However, lead/asbestos abatement is not a requirement except to the extent it would impact on permits as may be necessary for the proposed operation.

Q18: If we invest in the refurbishing of the Bat Cave and the Duplex, would they be made available for the 2011 season?

A: Subject to Conservation Commission approval. It is hoped that the Friends of East Boston Camps will be able to have this work completed by next summer.

Q19: If we were to invest in the effort to refurbish the showers/bathrooms building could this be made available in 2011? If not, what is the expected ready date of the new shower facilities?

A: We do not believe it is practical to refurbish the bathhouse. The Friends of East Boston Camps are commencing a campaign to raise funds for replacement of the bathhouse.

Q20: Does the town take care of the testing as it pertains to swimming?

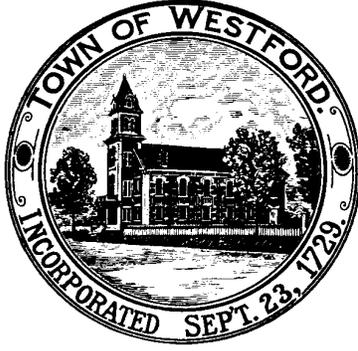
A: Yes.

Q21: Could you illustrate the revision that were made between the current RFP and the one that was released back in October?

A. A copy of a version showing the tracked changes will be sent by email to each participant in the Pre-proposal conference.

Q22: Can the zip line used?

A: Yes. The lessee will be responsible for obtaining all necessary inspections and permits for its use.



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Q23: I remember that the Board of Health approved both an outside program as well as the Rec Department using the boathouse together if necessary. I'm assuming that it will be a shared resource although I don't remember seeing it on the revised RFP. Could you confirm this?

A: No. the Recreation Department has indicated they will need the entire Boathouse for their program. Any lessor will need to provide their own storage for boats

Q24: Who is responsible for the dumpster?

A.: The camp operator will be responsible for the time period when the camp is in session.

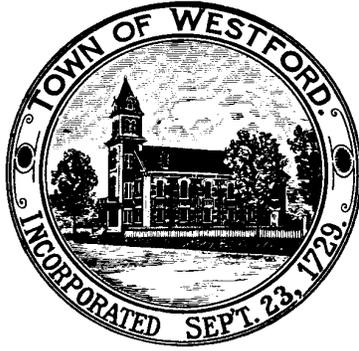
Q25: Based on our informal verbal communications during the **previous RFP** where only a "Day Camp" was proposed, would I be correct in assuming that:

- a. The Town has already gone back and got **state approval** for the Town to enter into an agreement for "overnight camping" for the EBC property and that
- b. This proposed agreement does not need a **Town voted approval** to make it a reality (i.e. the **new lease** will not be contingent on further action(s) necessary by the Town)

A: Both the original Town and State approvals were for a camp operation, and was not limited to strictly a day camp operation. All necessary approvals in this regard are in place

Q26: From the last RFP (where only a "day camp" was possible), were there any questions "asked & answered" and documented by a writing? If so, can we get a copy? It is also my understanding that a bidder on that RFP was determined to later be "non responsive." Could we get a copy of that written finding?

A. The Addendum to the RFP of responses to questions will be sent by email to the attendees of the pre-proposal conference. The finding of non-responsiveness was by vote of the commission, and minutes of that meeting are not as yet available.



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As regards the new RFP:

Q27: In the purposed “Lease”, page 3, para 3.1c- can the lease be extended **multiple times** or just **once** (i.e. are we initially offering only on a potential **maximum 10 year period**, after which the lease will be “completely and publicly rebid”)? Can the renegotiated first 5 year extension “fee” be discussed now, or tied to some measurable performance criteria of the lessee so that this likely cost can be forecast? This would take some of the uncertainty out of the proposal and give bidders a clearer expectation of how the Town expects us to perform our *partial caretaker* services.

A: The lease can be extended only once.

Q28: Would you consider up to 12 weeks (1st and last week might be used at 50% occupancy, or for training staff) for the **camping season period** that ends just before Labor Day?

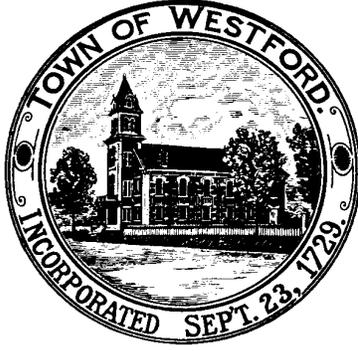
A: No. RFP calls for 9 weeks.

Q29: The hardest part of this proposed agreement is getting one’s hands around what the **existing baseline condition of the facilities is** and what the town is willing/planning to do in the future to preserve/allow enhancement of that baseline. Could it be possible that this RFP be modified to become “2 parts?” Part I one being what is there now and Part II being a further set of hurdles to negotiate with 2 entities that were “shortlisted” from the Part I proposal evaluations?

Part II assumes that the Town, in general, is not interested in:

- c. investing further funds in capital improvements once a new baseline can be builtup/re-established
- d. replacing existing Town owned personal property that may be relied on to be there by the lessee
- c. making timely repairs that do not ensure their commitment to the summer camping season lease (i.e. stuff on the Town’s side might get “pushed off” (deferred) till just before the camping season).

Part II’s procedural contents, which should ideally be disclosed now so that all Part I bidders were aware of it, would allow in Part II, a more **open exchange**



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with the Conservation Committee (this 2nd stage would not be “open” to other non-shortlisted bidders. Each short-listed bidder could independently propose the level of baseline repairs/up-grades that he is willing to make and their timing (either initially, or following some long term plan, acceptable in advance to the Town). Some, all or a portion of these costs (tied to an “acceptable to both parties” **construction cost baseline**) could be used to **offset** the **extended committed number of campers X the daily rate (i.e. the “fee”)** for the leased season(s).

Can a offeror make a submittal to the Town as if this **2 part approach** was “in place?” This could be better understood/presented at the “interviews of offerors” session that is listed as a possibility. Offerors would not have privy to other proposals.

A: *No.*

Q30: Can we get an electronic copy of the Conservation Restriction and The East Boston Camps Master Plan later today or tomorrow?

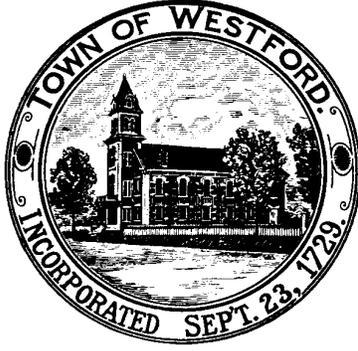
A.: A copy of the conservation restriction will be emailed to the attendees of the Pre-proposal conference. Together with a link to the East Boston Camps Master Plan which is online on the town’s website

Q31: Just to be clear, at any one time during any of the 24 hours in a camping day, lessee can have no more than 200 “campers” on the property. Does this 200 count include camping staff or visitors that might be invited to a campfire, but who will not be staying longer than 3 hours? Depending on how this is answered, the Town may have to change how the **Lease** reads on page 4, para 5.1’s last sentence.

A: The 200 count does not include staff or visitors.

Q32: Can lessee, (with advance CC permission) place concrete slabs to support temporary bldgs/fixtures? If any possible “off camping season tripping hazards” are eliminated via the design, can these permanent slabs/features remain in place after the lease expires? For possible elevated structures, would removable of platforms (but not “supporting posts” or elevated platform “perimeter beams”) meet the intent of not leaving attractive nuisances for the off-season.

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A. They could ask to do this, however, please note that the Conservation Restriction in place on the property requires that for the expansion of camp and educational structures the approval of the Grantee (the Westford Land Preservation Foundation, Inc.) through a Notice procedure that must commence at least 60 days before the planned commencement of the work. Please see Section V of the EBC Conservation Restriction for more details. Proper building permits must be obtained.

Q33: Under “Minimum Requirement #4, at the 6th bullet, if the entity is a **private “for profit” organization**, will you waive the **total financial disclosure** on their Camp Budget and their fee structure/expenses? For the 2nd part of this #4, we would have “no problem” discussing how we might subsidize all or a portion of the camper’s fees or otherwise “share the camping” aspects/experiences with folks needing some assistance.” This would mesh with #5.

A: No.

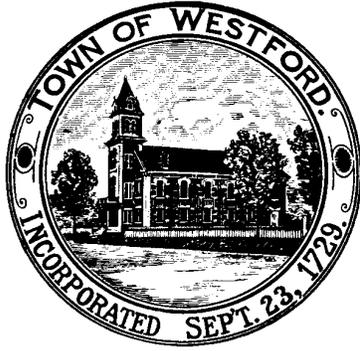
Q34: Would you consider a proposal that included using “other areas” of the EBC (i.e. beyond the Boy’s Camp housing and its other existing support structures)? Would overall **camper capacity** increase by doing so?

A.: No.

Q35: Have you prepared (and will make available within 1 week) lists of **camp owned personal property** (floats, docks, game tables, picnic tables, bunks, mattresses, bikes, games, equipment, etc.) that will/might be available for use by the lessee? Would we be correct in assuming that you want indemnification for those uses?

A: No list of camp owned personal property is available. Use of any such material and the terms for such use could be subject to lease negotiation.

Q36: For the Boys Camp, you had not listed the **Dining Hall** facility. At the inspection tour toady, you stated that the Friends of EBC were going to have this facility “operational”(defined as being able to pass Health Dept. inspection for its intended use). Please confirm that our understanding of what you said is correct. Will



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you supply a **status listing** of the kitchen equipment condition/capacities? What is the approximate inventory/count of cooking accessories (pots, pans, mixing bowls, baking trays, tableware, serving trays and eating & serving utensils) currently stored in the attic?

A: The Friends of East Boston Camps have committed to having the kitchen and dining brought up to building and health codes by early spring 2001. There is no "status listing" or inventory of kitchen equipment, etc.

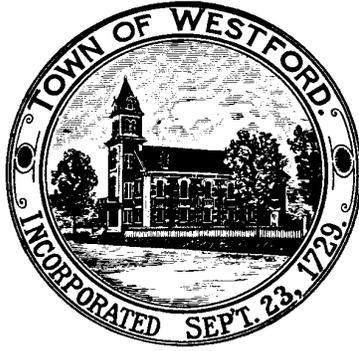
Q37: Could the successful lessee leave some/all of his personal property at the camps **during the off season** (i.e. in his own locked storage containers or in existing camp buildings with "secured spaces"- locked rooms)?

If left in "open places" such as in the cabins (items like this lessee's owned bunks & mattresses and other furniture) could/might they be used by "others" under the control of the Town in the "off season? Who would be responsible for wear & tear, stolen, or partially damaged items left behind if used by the Town's other possible lessees? This information is required to "fill in the blanks" in parallel with the **Lease's** para 5.7.

A: This could be subject to lease negotiation.

Q38: On page 5 of the **Lease**, para 5.5, 4th line, given the current recycling movement, would you consider changing the word "new" to "new or serviceably recycled" materials? As concerns the "Massachusetts public bidding laws" the costs of repairs performed by "non lessees" could be contract packaged to avoid the trigger limits. You should know that many smaller and competent contractors/subs, depending on their organizational setup are not required and do not carry worker's comp. This should probably be reviewed on an individual basis, prior to starting any outside contracted work. There seems to be **no restrictions on camp operators** making repairs/improvements and performing routine maintenance with **their own staff** other than being able to safely and competently do so, with "lack of licensure" being another hurdle. A town review of "final adequacy/accept-ability" could be made a **Lease** requirement.

A. This could be subject to lease negotiation.



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Q39: **In the base proposal** in front of us, are you allowing the **temporary camper housing “portions” of facilities** (running the gamut from tents, side enclosed canopies/carports, modified containers, u.g. or mounded structures, elevated platforms, trailers/RVs, indigenous American Indian structures, RR rolling stock, or generically “similar”) to be erected (and later removed at the end of the camping season) **assuming they are acceptable under the current codes (at the State level)**, or are we restricted to the 6 cabins and staff accommodations already there at the Boys Camp for overnight campers use? The answer here may cause the Lease’s page 4, para 5.5.a’s “at least equal to the present construction” clause to change. Whatever the temporary structures form, they would be *aesthetically sensitive* to their surroundings for this offeror.

Could **temporary accessories** (e.g. above ground swimming pools, solar hot water heaters, removable bollards, racks/overhead suspensions, etc.) if approved in advance of erection by the Town, be subject to the same “leave in place” allowance for their **permanent parts/accommodations**?

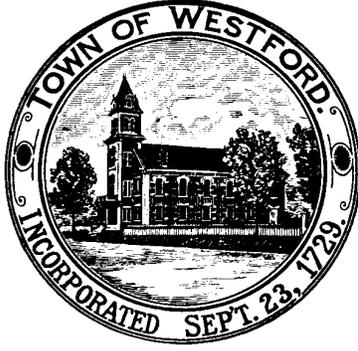
A: In addition to Conservation Commission approval, any additional structures would require approval of the holder of the Conservation Restriction as described earlier, and any required building permits. They would also have to comply with zoning requirements as applicable.

Q40: Might you be willing to give some credit/consideration for the lessee using “low income” **staff/councilors** versus relying solely on having a portion of/or all of some of the “low income campers” attendance fees subsidized?”

A. No, the focus is on providing for low income campers

Q41: Please confirm, as stated on today’s tour that **water & electric charges** will be to the account of the town (due to single meters for the entire property). The best way to handle propane might be for the town to fill at the start of each camping season and the lessee to refill at the end of the camping season.

A. That is correct.



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Are there hard phone lines present and in-service/serviceable?

A: A hard phone line is present , but not in service.

Is there a Fire Dept. Master Box? How is it connected?

A. No.

Who is responsible for “on the property” utility service disruptions/replacements for failure (due to age, storms, flooding, Acts of God, etc.) whether services are underground or overhead? This should be the landlord.

A. That is correct

Q42: For overnight camping purposes, what are the “all quiet/lights out” hours? Would 10:30 PM to 6:00 AM be acceptable? We ask this question out of concern for our neighbors, although most appear remote.

A. Those hours would be acceptable.

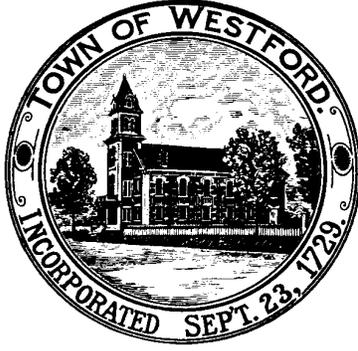
Q43: If bus transportation (“in” or “out”) is required, can they come all the way into the camp or are they limited to staying at the parking lot area? How will material deliveries be accommodated (i.e. is there direct access to bldgs./storage allowed during daylight hours)? Can we assume that any vehicles “not in immediate use (or being “worked from”) or “loading/unloading” should be in the parking areas?

A. Yes. Delivery trucks could drive up to the camp as needed.

Q44: In the **Lease’s** para 5.9.i, would you please define in the 4th line, the word “fixture?”

A. This can be reviewed under lease negotiation.

Q45: Might the future athletic fields planned for the 29 acres, later be used by the camp?



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A. Those field areas are under the care and custody of the Westford Recreation Department and arrangements to use those fields, if they are available for such use, would have to be made with that department.

Q46: You need to correct the existing RFP on page 5- para "D", page 8- 3th bullet under "Operation and Management Plan," to reflect the potential of both a "day" and "overnight" camp. You need to add "checking of the flooring and ceiling tile **adhesive**" to the potential **asbestos to check for** listing.

A. That is correct. So noted

Q47: Under "Minimum Requirement #4, 3rd bullet, can "proof of Insurance Coverage" be changed to "showing Insurance Coverage can be obtained?" Can we assume that any or all of this 4th Minimum Requirement submittal **will not be shared** with other offerors? Only exception to this "preserve our game-plan" being a specific bid protest that requires this disclosure.

A. Proof of coverage must be provided at the time of signing of the lease. All proposals, once submitted are public documents, available for public review.

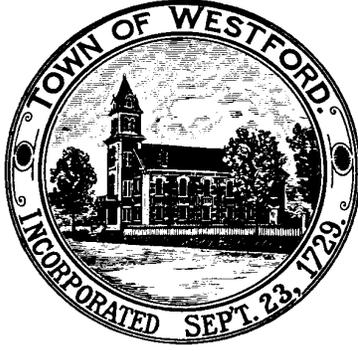
Q48: On Lease page 5, para 5.6. 3rd line, are lessee's duties for the *inside the property* "parking areas" (and totally excluding the lot at Depot Road, along the railroad tracks) limited to policing the areas for trash? Might you allow an electric gate(s) to be installed?

We can further discuss closure time periods.

A. The lessee's duties are for the leased area. Re: electric gate: That could be subject to negotiation

Q49: Will lessee have free access to the camp(s) with 48 hour advance Town notice, in *off season* periods to perform Town approve maintenance, improvements, stockings of inventory, trial layouts/setups of newly acquired/improved camping features?

A. Yes, subject to conditions negotiated in the lease.



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Q50: Based on the tour, please confirm that my understanding of the following is correct:

- a. Town will recertify hood at dining hall kitchen.
- b. Fence/screening to be erected by Town at dumpster pad at dining hall
- c. Boy Scout Eagle project may construct new built-in wood bunkbeds. Quantity unknown. You should review size of “standard design” with successful leasee before constructing
- a. “No boats” are included in the lease. Lessee’s boats would need their own storage.
- b. Location of any desire fire pits can be reviewed later. Only the Recreation Lodge’s fireplace is operable.
- c. Allowing for locals and their pets shared and “somewhat unrestricted use”
- d. of the property is an important part of the camp lessee’s plan.
- e. Tennis courts are currently “out of service.”
- f. Friends of EBC are contracting for the design of a new 3 seasons **restroom/shower facility**. They have no idea when this new facility will be on line. **Current facility** will likely not pass inspection for use. Lessee to plan accordingly. Current septic field that existing bld. is tied to can handle up to 113 campers/day. It may be possible to bring in a bathroom/shower trailer and tie onto the existing septic system.
- g. Existing light fixtures at the basketball court could be powered from a new overhead line from the Duplex cabin.
- h. The Duplex is not in the current RFP but could be included in an offeror’s proposal
- i. Recreation hall’s light fixture are probably not electronic ballasted. Some basement (long-term?) storage may be possible.
- j. Storage building reserved for Mr. Fletcher’s use.

A. Yes. Note: bathroom/shower trailer connection to existing septic system would require permitting from the Board of Health.