



REQUEST FOR PROPOSALS

Kayak and Canoe Rental Concession and Boat House Lease

**Orange Riverfront Park
East River Street, Orange, MA**



Orange Community Boat House (opened Spring 2013)

Town Contact:

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Orange Board of Selectmen:

David Ames, Chair
Kathy Reinig, Vice Chair
Wally Herk, Clerk

DATE ISSUED: February 23, 2016

**ORANGE RIVERFRONT PARK
KAYAK AND CANOE RENTAL CONCESSION AND BOAT HOUSE LEASE
REQUEST FOR PROPOSALS**

The Town of Orange will accept sealed bids for the operation of a Kayak and Canoe Rental Concession and Boat House Lease at the Orange Riverfront Park for a period to be negotiated. The Leaseholder will construct interior renovations to the Boat House according to plans provided by the Town of Orange for the operation of the rental concession and bring it into compliance with American Disability Act (ADA) standards.

The sealed bids, plainly marked "Rental Concession and Boat House Lease", on the envelope will be received in the Community Development Office, 6 Prospect Street, Orange, MA, 01364, until **March 14th at 4:00 p.m.** Bidders are to supply one signed original and three (3) copies of their bids.

Any request for further information should be directed in writing by 4:00 pm on March 12th to the Director of Community Development, Town of Orange, 6 Prospect Street, Orange, MA 01364 at cddir@townoforange.org.

The Town of Orange, the awarding authority, reserves the right to accept or reject any or all bids in total or in part as they may deem to be in the best public interest.

Town of Orange

Kevin Kennedy, Director of Community Development

Date

I. General Instructions To Bidders

1. All bids must contain a filled out BID FORM and also a properly executed TAX COMPLIANCE/NON-COLLUSION FORM. Both of these forms can be found within the contents of the Invitation for Bid.
2. The Chief Procurement Officer reserves the right to reject any and all bids, in total or in part. The Town reserves the right to waive minor informalities.
3. By submitting the proposal, the bidder agrees to execute the Lease and to deliver the specified services within the agreed upon time.
4. The Leaseholder will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
5. The Leaseholder must provide to the Town a current Certificate of General Liability Insurance with a minimum limit of \$1,000,000 per incident, naming the Town of Orange as additionally or co-insured. The insurance must cover the Leaseholder and any and all employees, paid or volunteer.
6. The Leaseholder will be required to indemnify and hold harmless the Town of Orange for all damages to life and property that may occur due to Leaseholder's negligence or that of his/her employees, subcontractors, etc., during the contract period.
7. If in the judgment of the Selectmen, the property is needlessly damaged by an act or omission of the Leaseholder, the amount of damages will be charged or pursued in legal action.
8. Any restrictions, qualifications, or deviations from specifications must appear either on the bid sheet or on an attachment thereto.
9. This bid request is to the general public and a contract will be signed between the awarded bidder and the Town of Orange pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws.
14. The Lease resulting from this bid will be awarded based on; 1) consistency with the Town's future vision for the Boat House and Downtown Vision (attached), 2) documented past performance and reliability, 3) quality of product and/or service, and 4) degree of exclusion, exemption, or restrictions on the bid form.
15. The Town of Orange does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services, or activities.
16. The Director of Community Development will be available to answer any general questions about bid procedure, etc., but no question will be answered that in any way could give an unfair advantage to a bidder. All inquiries concerning this bid should be directed to:

Kevin Kennedy, Director of Community Development
Town of Orange – 6 Prospect Street, Orange, MA 01364
(978) 544-1100 x 100 – cddir@townoforange.org



Orange Community Boat House with floating ADA accessible dock (installed 2015)

II. Location and Boat House Description

The Boat House is located at the Orange Riverfront Park on East River Street on the Millers River and is approximately 28 feet (width) by 56 feet (length), or 1,568 square feet. The Boat House is a post and beam style kit building on a concrete foundation with exterior siding of pine in the Board and Batten style. It has two large sliding barn doors, one mounted on each end, providing access to East River St. and to the boat ramp into the river. All utilities (including electric, sewer, cable, and water) have been provided to the property, however, no interior finish has been constructed. The roof is pitched and finished with asphalt shingles.

The Orange Riverfront Park consists of .72 acres of landscaping, pathways, lawn areas, and a boat ramp providing access for non-motorized watercraft to the Millers River. The park is a demonstration site for Low Impact Design elements for storm water drainage, including rain gardens and pervious pavers. Parking is available for 10 vehicles on site, with additional on-street parking on East River St.



Riverfront Park, a shining low-impact development example

III. Scope of Services

1. The Leaseholder will have exclusive use of the Boat House, except during special events as detailed below. While the Leaseholder would not be given exclusive use of the abutting Riverfront Park and boat ramp, the Leaseholder will have the opportunity to conduct education, conservation, and passive recreation programs in these areas. The remainder of the premises outside of the Boat House shall be open to the general public from dawn to dusk seven days a week during the annual occupancy period.
2. The Leaseholder shall operate a kayak, canoe, and other non-motorized boat rental concession at the Boat House during the annual occupancy period. In addition, the Town will accept proposals for the rental of other recreational equipment, such as bicycles, and for programs and events reasonably related to the main business and the uses of the Riverfront Park. The successful bidder shall provide all rental equipment and shall have access to the Boat House for storage of the equipment during the off season.
3. The Leaseholder will be responsible for all utility expenditures including heating, electric, telephone, and water, and sewer. The Leaseholder will be responsible for making any new connections and betterments needed for Leaseholder program support and the cost involved.
4. The Leaseholder will be responsible for the overall maintenance of the Riverfront Park during the annual occupancy period. These responsibilities would include spring and fall cleanups and weekly maintenance such as watering, removing weeds, trash removal, etc.
5. The Leaseholder must demonstrate the ability and means to maintain the Boat House, including but not limited to, overall cleanliness and good repair in the interior and immediate exterior grounds. They shall also be responsible for the supply of soap, paper products and the cleanliness of the bathroom facility.
6. The annual occupancy period shall be from April 1 through October 31 and hours of operation shall be from dawn to dusk during the annual occupancy period.
7. The Initial Lease Period shall be negotiated between the Town of Orange and the Leaseholder. The Leaseholder shall make lease payments to the Town of Orange as detailed on the BID FORM submitted in response to this RFP.
8. The Town will retain the right to use the Boat House for special events such as the River Rat Race, Celebrate the Harvest Festival, Solstice RiverFest, etc., and to permit access to other persons and organizations as necessary for such events. The Town must provide 30 days notice to the Leaseholder of any special event utilizing the Boat House.
9. The Town reserves the right to enter the premises in the event of an emergency and shall be provided with a key by the Leaseholder for such purposes.
10. The Town shall have the right to terminate the lease with sixty (60) days written notice, unless the Leaseholder is in breach of the contract, then only 30 (30) days notice before the Town may terminate the lease.
11. The Leaseholder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without prior written consent and approval by the Town of Orange.

IV. Submittal Requirements

1. The sealed bids, plainly marked "Rental Concession and Boat House Lease", on the envelope will be received in the Community Development Office, 6 Prospect Street, Orange, MA, 01364, until March 14th at 4:00 p.m. Bidders are to supply one signed original and three (3) copies of their bids.
2. Bid proposals must include, at a minimum, the following elements:
 - a. A cover letter signed by the principal officer or owner of the bidder, binding the bidder to the commitments made in the proposal, including a primary contact person for the bid proposal.
 - b. A description of the history, relevant experience, and qualifications of the bidder and any proposed subcontractors. Include a list of similar projects performed within the last five years, including contact information for references.
 - c. A detailed proposal outlining the proposed use of the Boat House including the services and programs to be provided, the equipment to be rented, target audiences for services and programs, schedules, fee structures, marketing plans, and number of employees.
 - d. A detailed proposal outlining the plans for the interior renovation according to the plans provided by the Town of Orange of the Boat House. Please describe the type of renovations required, material to be used, equipment to be added, contractors to be hired. Provide a schedule for completion of the renovations.
3. Bid Proposals must be accompanied by the BID FORM and TAX COMPLIANCE AND NON-COLLUSION STATEMENTS.
4. Bidders must provide a financial statement, a performance bond, and/or other documents to demonstrate that the organization has the financial capability to meet the lease requirements.



River Rat Race – Ends at Boat House (April 9th)



Orange Solstice Riverfest (June 18th)

**ORANGE RIVERFRONT PARK
KAYAK AND CANOE RENTAL CONCESSION AND BOAT HOUSE LEASE
BID FORM**

The undersigned proposes to enter into a lease term to be negotiated at the price detailed below to operate a kayak and canoe rental concession and to complete interior renovations at the Boat House at the Orange Riverfront Park, East River Street, Orange, MA for the Town of Orange in Massachusetts in accordance with the Specifications contained in this IFB.

Year	Base Annual Lease Amount	Requested Annual Waiver (if any)	Final Annual Lease Amount
Year 1	\$	\$	\$
Year 2	\$	\$	\$
Year 3	\$	\$	\$
Total for 3 Year Lease	\$	\$	\$

Final three-year lease total in words:

Name of bidder

Telephone Number

E-mail Address

FEIN or SSN:

Address, City, State and Zip Code

Bidder's signature:

Date

NOTE: If the bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.

TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company or Corporation

Telephone Number

Address

Fax Number

Address

Date

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid 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.

Date _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation