



**TOWN OF WELLFLEET
REQUEST FOR PROPOSALS**

CAHOON HOLLOW BEACH TOWN PARKING LOT OPERATIONS

Announcement

The Town of Wellfleet is accepting bid proposals for lease of Cahoon Hollow Beach public parking lot for the contracted season of approx. May 25 through November 1, 2018. The Town is seeking a lessee who will pay a lump sum fee for exclusive rights to operate the town parking lot.

A minimum bid of \$50,000 has been established for this RFP.

Proposals will be accepted at the Town Administrator Office 300 Main Street, Wellfleet, MA 02667 until Friday May 18 at 2:00 p.m., at which time they will be publicly open and read.

The Town reserves the right to waive any informalities, to reject any or all bids and to act at all times in the best interest of the Town.

Property description

Cahoon Hollow Beach Town public parking lot consists of approximately 20 - 25 public parking spaces. The parking lot is located on the Atlantic Ocean and connects to Ocean View Drive via a public way maintained by the Town.

Historic revenues for the past three years generated by this public parking lot are: \$95,320.

Specifications

1. Minimum exclusive use fee is \$50,000.
2. Turn around space for emergency vehicles must be maintained.
3. Five spaces shall be reserved for Town beach staff.
4. Lessee required to provide appropriate portable restrooms.
5. Complete and submit a complete RFP including the following documents.
 - a. Statement of State Tax Compliance
 - b. Certificate of Non-Collusion
 - c. Acknowledgement of Principal, if a corporation.
 - d. Acknowledgement of Principal, if a partnership.

Terms & Conditions

Exclusive Use

The selected lessee shall have exclusive use of the designated location for the sole purpose of operating a public parking lot pursuant and subject to the rules and regulations set forth and enforced by the Town of Wellfleet and any rules or regulations of the Commonwealth of Massachusetts.

The parking lot is being offered for lease in as-is condition. Any work or improvements to the parking lot shall be at the expense of the lessee and shall be subject to any rules and regulations and required approvals or permits.

The Town shall maintain the storm water controls for the public way, which provides entrance onto the public parking lot.

Emergency Vehicle Turn Around

At all times during the lease a turnaround shall be maintained for use by emergency vehicles. The size and location of the turnaround shall be approved by the Fire and Police Chief prior to start of operations. In the event the turnaround must be altered, the Fire and Police Chiefs shall be notified and shall approve any modifications.

*In the event that an emergency turnaround is not maintained as approved by the Town this action shall automatically be deemed a breach of contract.

Beach Erosion and Non-Liability Clause

The Town of Wellfleet shall not be held liable and shall be held harmless from the effects of ongoing beach erosion at the site. The Town shall not be responsible for continued beach nourishment or maintenance of the beach or dune system at the site.

Contract Term and Renewal

Contract period shall be from approx. May 25 to November 1, 2018. The Town, at its option, shall have the right to renew this contract annually for up to two additional years at the same bid price. In determining whether to exercise said extension at the same price for an additional year the Town will consider the performance of the lessee during the prior year. Payment of the exclusive use fee by the lessee shall be made within ten (10) calendar days of the notice of renewal.

Insurance Requirements

At all times during the terms of the contract Lessee shall carry Liability Insurance in the amount of \$1,000,000 and Workers Compensation Insurance in the amount of \$500,000. Evidence of the insurance policies, with the town of Wellfleet listed as an additional insured, shall be provided to the Town within ten (10) days of notification of contract award.

Permit/License Requirements

Lessee must obtain all necessary permits and licenses from the Town of Wellfleet prior to the starting date of the contracted season, if applicable.

Lease Payment

The exclusive use fee payment, in full, shall be made within ten (10) days of notification of bid acceptance by certified check or money order only.

Cancellation

The Town of Wellfleet shall have the right to cancel the lease at any time for reasonable cause including non-compliance with any of the terms and conditions. In the event of cancellation by the Town of Wellfleet the lessee shall forfeit the exclusive use payment.

Submittal Requirements (Submissions shall be submitted in a sealed envelope labeled “Cahoon Hollow Beach Public Parking Lot Operations.” The following documents must be included in

Cahoon Hollow Beach Public Parking Lot Operations RFP
2018

the bid submission. Failure to provide these documents shall deem the application non-responsive and the submission will not be considered.)

1. Statement of Tax Compliance
2. Bid Sheet and Certificate of Non-Collusion
3. Completed and signed Acknowledgement of Principal Form
4. List of References for past five (5) years
5. Disclosure of beneficial interests to DCAMM, as required by M.G.L. c. 7C, Section 38.



STATEMENT OF STATE TAX COMPLIANCE

Project: _____

Pursuant to Chapter 323 of the Acts of 1983, Section 49A, I _____

Authorized signatory for _____, whose principal place of business is

_____ do hereby certify under the pains of

perjury that _____ has complied with all laws of the

Commonwealth relating to taxes.

(Authorized Signature)

(Date)

Social Security Number _____

Federal ID Number _____



TOWN OF WELLFLEET
BID FORM
AND
CERTIFICATE OF NON-COLLUSION

DESCRIPTION OF BID/PROPOSAL _____

BID AMOUNT _____(The min bid is \$50,000)

DATE OF BID _____

The undersigned certifies under penalties of perjury that the above 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.

(Name of Person Signing Bid or Proposal)

(Name of Business)

This form must accompany bid/proposal



TOWN OF WELLFLEET
ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION:

State of _____) SS: _____

County of _____)

On this _____ day of _____, 2018, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say to me that he resides at _____, that he is _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation and that he signed his name thereto by the like order.

(Seal)

Notary Public

TOWN OF WELLFLEET
ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of _____)

County of _____)

On this _____ day of _____, 2018, before me personally came and appeared _____ to me known and to me to be one of the members of the firm of _____ described in and which executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

Notary Public



TOWN OF WELLFLEET

Disclosure of beneficial interests to DCAMM, as required by M.G.L. c. 7C, Section 38.

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
- (2) TYPE OF TRANSACTION, AGEEMENT, or DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant
_____ Seller/Grantor _____ Buyer/Grantee
_____ Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not

apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER