

TOWN OF PLYMOUTH  
PROCUREMENT DIVISION  
11 LINCOLN STREET  
PLYMOUTH, MASSACHUSETTS 02360

**REP 21602, MANAGE AND OPERATE VISITOR INFORMATION CENTER**

Issued: January 7, 2016  
Due: January 22, 2016, at 11:30 a.m.

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TOWN OF PLYMOUTH  
11 Lincoln Street  
Plymouth, Massachusetts 02360

January 7, 2016

REQUEST FOR PROPOSALS 21602

**A. INVITATION**

Proposals are requested by the Town of Plymouth to manage and operate the Town-owned Visitor Information Center currently located at 130 Water Street.

The RFP is available electronically online by registering at <http://www.plymouth-ma.gov/current-bids>.

Proposals are to be submitted by 11:30 a.m., Friday, January 22, 2016. Postmarks will not be considered. Proposers must submit separate non-price (technical) and price proposals. Ten (10) copies of a non-price proposal must be submitted in a sealed envelope indicating the proposer's name and address and clearly marked in the lower left hand corner:

Visitor Information Center  
Non-Price Proposal 21602

One copy of the price proposal must be submitted in a sealed envelope which indicates the proposer's name and address and clearly marked in the lower left hand corner:

Visitor Information Center  
Price Proposal 21602

All proposals must be submitted as described above upon forms furnished by the Procurement Division. Proposals submitted on any other form will not be accepted as valid.

**B. GENERAL CONDITIONS**

1. The successful proposer shall comply with all applicable federal, state and local laws and regulations.
2. Verbal orders are not binding on the Town and work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
3. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain

additions not called for, erasures, alterations or irregularities may be rejected. More than one proposal from the same proposer will not be considered.

4. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals, and to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening proposals.

**C. CONTRACT PERIOD**

The contract shall be for the period March 1, 2016, through February 28, 2019, subject to the continued availability of funds in each fiscal year.

**D. RULE FOR AWARD**

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

**E. BACKGROUND**

The Town of Plymouth seeks proposals for the purpose of facility management and operation of the Visitor Information Center, currently located at 130 Water Street, adjacent to the Memorial Hall parking area. Built in 1992, this facility consists of 273 square feet of space dedicated to visitor information, and approximately 248 square feet to public rest rooms, including facilities appropriate for the handicapped. No separate public access to the rest rooms section alone is permitted.

Existing hardware within the building includes a register counter, 5 square feet of additional counter space, and two (2) 'pendant' type 400-watt incandescent fixtures. Other amenities are in place, such as telephone wiring and electrical wiring for the possible installation of television/monitor and VCR equipment (at proposer's expense). Removal of Town fixtures is subject to the approval of the Visitor Services Board.

The building, by design, conforms with state and federal handicapped access criteria. Installed rest room facilities include two (2) sinks and three (3) toilets within the women's designated area, and two (2) sinks, urinals, and one (1) toilet within the men's.

The entire facility is equipped with natural gas heat and air conditioning systems. A concealed storage area of approximately 360 cubic feet is located immediately to the rear of the visitor information area.

**F. SPECIFICATIONS**

Visitor information services is defined as responding to direct visitor inquiries within the Visitor Information Center, and providing local businesses a means of promotion for visitor opportunities, through displays, brochures, and other means deemed appropriate. In addition, the successful proposer must agree to display information (brochures, posters, etc.) promoting special events (i.e. waterfront festival) developed for the purpose of promoting tourism at no extra charge to the promoting organization and/or to the Town of Plymouth, upon approval of the Visitor Services Board. Please provide a description of any activities planned for inside or outside the building to generate operating income.

1. The following represents the minimum management and operational requirements.

a. Information services are to be provided within the 130 Water Street Visitor Information Center in accordance with the following:

The schedule of operation shall be based on a seven day week. The minimum hours of operation shall be as follows:

FOR EACH CONTRACT YEAR	HOURS PER DAY REQUIRED
PERIOD ONE: APRIL 1 - MAY 21	SIX (6)
PERIOD TWO: MAY 22 - OCT 25	NINE (9)
PERIOD THREE: OCT 26 - NOV 30	SIX (6)
PERIOD FOUR: DEC 1 - MAR 31	OPTIONAL

All proposers must submit as part of their technical proposal a proposed schedule of operating hours that meets or exceeds the above. Proposals may include a longer operating season.

b. The successful proposer shall ensure that all services and programs provided within and on the grounds of the 130 Water Street Visitor Information Center conform to the requirements set forth in Title II, Americans with Disabilities Act.

c. The successful proposer shall be responsible for all operating costs associated with the use of the building, including but not limited to, daily maintenance of the non-rest rooms area. Operating costs are defined as those associated with heat, electricity, telephone, general cleaning and maintenance.

d. The successful proposer shall make the bathroom facilities available for public use during all hours of operation.

e. The successful proposer shall be responsible for monitoring the interior of building, performing any spot cleaning and replenishment of Town supplied amenities (e.g. toilet paper, soap, paper towels, etc.) in accordance with standard Town of Plymouth Health and Sanitation Codes. The Town will supply regular maintenance and cleaning of the public rest room area(s). A suggested schedule for maintenance and cleaning should accompany the proposal for the Visitor Service Board's review and approval.

f. The successful proposer shall be responsible for ensuring that all staff (i.e., management, paid employed, volunteers, and others) working at the 130 Water Street Visitor Information Center have received proper training in customer service, as well as having a thorough knowledge of the offerings within the Plymouth tourism industry, and are able to deal with the diverse needs of visitors in a professional and friendly manner.

g. The successful proposer shall provide internal accounting and cash control procedure(s) that will provide clear and concise documentation of all receipts that result from the operation of the 130 Water Street Visitor Information Center. Receipts are defined, but not limited to, payments (cash or in kind value) from display advertising, brochures, promotional materials (displayed within the facility), or revenues from items sold on the premises (e.g. gifts, film, memorabilia, etc.) and the expenditures of the operating grant. The successful proposer is required to maintain all such records for a minimum of seven (7) years, and to make said records available for an independent or Town audit.

h. The successful proposer will be required to submit monthly status reports to the Visitor Services Board. These reports shall include basic statistical and operating information, as outlined by the successful proposer and the Board, suitable to evaluate the performance of service provided.

2. The successful proposer will be expected to maintain and keep an attractive and inviting environment for visitors.

3. All proposers must be sensitive to surrounding businesses.

4. All proposers should consider the general layout of the building when planning the installation of brochure racks, free standing display panels, and other related information delivery systems. All proposers are encouraged to be creative in the planning for use of available space. Please include a floor plan with a clear description of fixtures, furnishings, and equipment that the proposer plans to install.

5. All proposers are required to know, understand, and account for applicable building, occupancy, and fire code requirements.

6. The Town reserves the right to set any management or operation policies necessary to protect the Town's interest in the 130 Water Street Visitor Information Center. The Town and/or the Visitor Services Board will conduct periodic inspections to ensure conformance to the terms and conditions of the contract.

7. In the event of the Memorial Hall project and/or parking facility project conflict with the use of this facility, The Town reserves the right to terminate this agreement with a 180 day notice to the successful proposer.

#### **G. EVALUATION CRITERIA**

All non-price (technical) proposals will be evaluated based upon two sets of criteria - minimum and comparative. Each proposal must address each of the points under the minimum and comparative evaluation criteria.

##### 1. MINIMUM EVALUATION CRITERIA

Each proposal must meet all the following criteria in order to be considered for further evaluation:

- a. The proposer must be a lawfully established for profit or non-profit corporation. A list of all Board of Directors members, including addresses, company affiliations, telephone numbers, and position (Chair, Vice Chair, etc.) must be included.
- b. The proposals must be based on an economically feasible plan, and must include a well managed visitor information program that may include limited retail and/or concession activities. The proposal must state all types of activities that will be carried out in the facility and on Information Center grounds, operating hours, level of staffing, information reporting plan, financial forecasts showing estimated receipts and the approach to developing business participation/sponsorship of promotional activities within the building.
- c. the proposer must have demonstrated experience in providing the services described in the Specifications. Please provide at least three references that attest to the proposer's performance.

##### 2. COMPARATIVE EVALUATION CRITERIA

The following ratings will be used to measure the relative merits of each proposal which has met the Minimum Evaluation Criteria established above. Those proposals that do not meet the Minimum Criteria will be judged Unacceptable.

Highly Advantageous - Proposal excels on a specific criterion;

Advantageous - Proposal fully meets the evaluation standard which has been specified;

Not Advantageous - Proposal does not fully meet the evaluation standard, is unclear and/or incomplete.

The criteria to be used for comparative purposes are the following:

		Highly Advantageous	Advantageous	Not Advantageous
1	Years of experience in information (tourism) distribution	5 or more	2-5	1 or less
2	Additional participants and supplemental activities	10 or more	5-9	4 or less
3	Background in financial, creative, and management functions	strong	average	below average
4	On-site staffing	3 or more	2	1

**H. MISCELLANEOUS ARTICLES**

1. Please contact Pamela D. Hagler, Procurement Officer, at 508-747-1620 ext. 107, if you have questions regarding the proposal process, and Lee Hartmann, Director of Planning & Development, at 508-747-1620 ext. 141, if you have any questions regarding these specifications.

2. The successful proposer must furnish a performance bond in the amount of ten thousand dollars (\$10,000.00) payable to the Town of Plymouth, issued by a responsible surety company doing business in the Commonwealth of Massachusetts, the premiums of which are to be paid by the Contractor and included in the proposal price.

3. Except as hereinafter expressed provided, once a proposal is submitted and received by the town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of proposals;
- b. provided the proposal has not been accepted by the town, at any time subsequent to thirty days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the proposer in writing that his proposal is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

4. The Contractor shall maintain liability and property damage insurance, including medical liability insurance, sufficient to satisfy any and all claims arising out of the service rendered under this contract including but not limited to the following:

a. General Liability: \$1,000,000.00 per occurrence Bodily Injury liability, \$500,000.00 per occurrence Property Damage liability or a combined single limit of \$3,000,000.00 Annual Aggregate Limit.

b. Workers' Compensation Insurance for all its employees in accordance with Massachusetts General Laws.

The Contractor shall deposit with the Town evidence of such insurance upon signature of contract. All policies of insurance shall require a thirty (30) day notice of cancellation to the Town of Plymouth and the Town shall be designated as a co-insured on all such policies.

5. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

6. The successful proposer shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.

7. Bid Status Information:

**Addenda** - We strongly suggest that you check for any addenda in advance of the bid deadline. If you received bid documents from the Town, by mail or in person, a copy of the addendum will automatically be forwarded to you.

**Response summaries** will be available over the Internet at

[www.plymouth-ma.gov](http://www.plymouth-ma.gov). This summary information will be updated on the day of the bid opening. Bid results will not be provided over the phone.

**Award notification** will be mailed to all bidders. The award status can be viewed at [www.plymouth-ma.gov](http://www.plymouth-ma.gov).

AGREEMENT

This Agreement made this the (day)of (month), (year), by and between the Town of Plymouth, a municipal corporation having an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and (Vendor), hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The CONTRACTOR shall manage and operate the Visitor Information Center currently located at 130 Water Street, in accordance with the specifications and upon the terms of Proposal 21602.
2. Nothing in this Agreement shall preclude the TOWN from purchasing said services from other vendors should the CONTRACTOR fail to provide the Town with the specified services herein.
3. This Agreement will expire on February 28, 2019.
4. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in Request for Proposal 21602, Specifications, Bid Form, and said bid of the CONTRACTOR.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.
6. In no case shall the CONTRACTOR act, hold itself out as or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all time shall be based on the CONTRACTOR being an independent contractor.

7. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability Benefits Act or other employee benefit act.

IN WITNESS WHEREOF, the parties hereto have duly affixed their hands and seals on the day and year first above written.

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\_\_\_\_\_  
NAME OF PROPOSER

Prices must be submitted on this form table and submitted in a sealed envelope separate from the non-price (technical) proposal. Prices submitted on any other form will not be considered valid. Please return this form and the non-price proposal to:

Procurement Division  
ATTN: Procurement Officer  
11 Lincoln St  
Plymouth MA 02360

**Technical proposals and price proposals must be received by 11:30 a.m., Friday, January 22, 2016.** Postmarks will not be considered. All offers are subject to Specifications **21602**. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

The undersigned proposer hereby certifies, under the pains and penalties of perjury, the following:

This proposal in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The Contracting Party has complied with all laws of the Commonwealth relating to taxes (Massachusetts General laws 62C, Section 49A, Paragraph (b)).

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to furnish all such services described in the Specifications 21602 for the following prices.

YEAR 1 - March 1, 2016 - February 28, 2017 \$ \_\_\_\_\_

YEAR 2 - March 1, 2017 - February 29, 2018 \$ \_\_\_\_\_

YEAR 3 - March 1, 2018 - February 28, 2019 \$ \_\_\_\_\_

THREE-YEAR AGGREGATE PRICE \$ \_\_\_\_\_

Please note any exceptions on separate contractor letterhead.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDUM(A) \_\_\_\_\_\*  
\*To be filled in by proposer if addenda are issued

PROPOSER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Printed Name and Title

COUNTY \_\_\_\_\_

PHONE \_\_\_\_\_

\_\_\_\_\_  
Date Offered

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

TAX I.D. NUMBER \_\_\_\_\_

TOWN OF PLYMOUTH  
REFERENCES OF PROPOSER

By signing this page, the proposer certifies that he/she has a minimum of three years experience in performing work of this nature.

Please also provide the names, addresses and telephone numbers of at least three references, including any municipalities, for which the proposer has provided this type of work within the last three years.

REFERENCES:

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Signed:

\_\_\_\_\_  
Name of Person Authorized to Sign for the Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DELEGATION OF AUTHORITY**

At a meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_ duly called and held on \_\_\_\_\_  
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That \_\_\_\_\_  
(Name of Individual)

the \_\_\_\_\_ of the Corporation, hereby is authorized  
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation)

and not otherwise.

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE:** This form must be completed if the contractor is a corporation.

