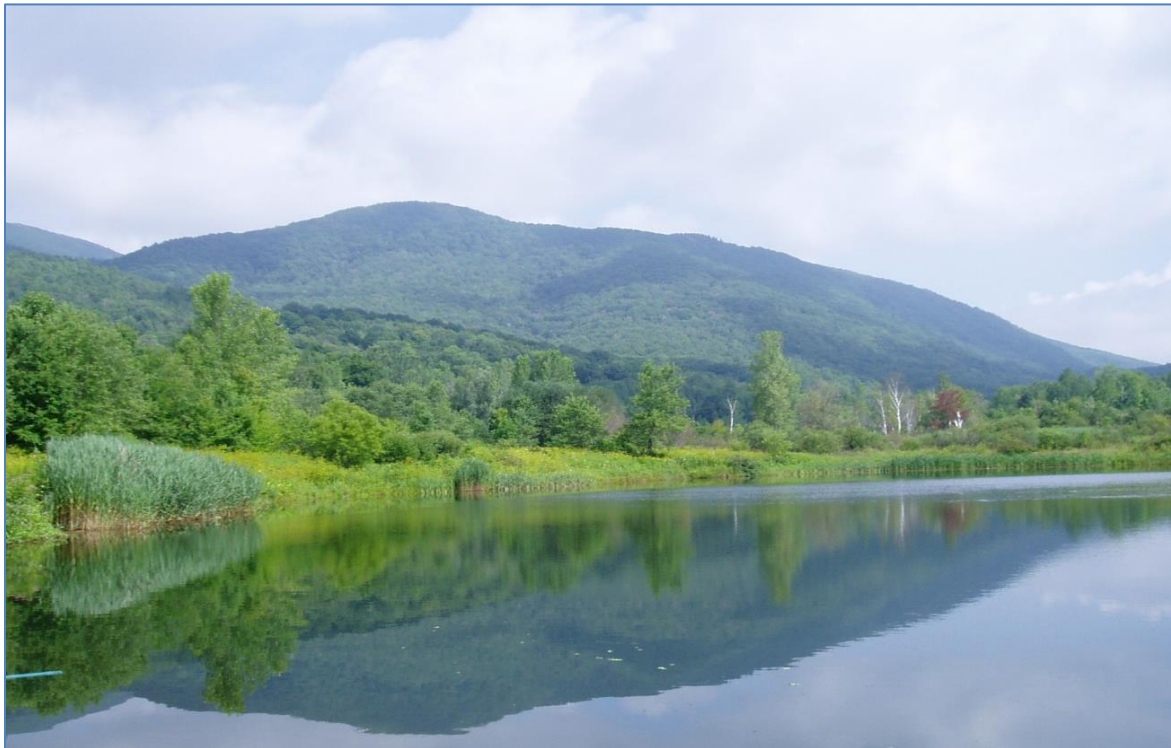


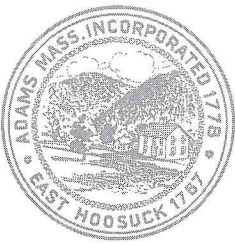
TOWN OF ADAMS

REQUEST FOR PROPOSALS LEASE, DEVELOPMENT AND/OR MANAGEMENT AND OPERATION OF CAMPGROUND AT GREYLOCK GLEN

RFP #16-006



Issued July 1, 2016



Town of Adams • Massachusetts 01220-2087

OFFICE OF THE SELECTMEN

Meetings: Wednesday evenings 7:00 o'clock
TOWN HALL BUILDING
8 PARK STREET
TEL. (413) 743-8300
FAX (413) 743-8316

Dear Prospective Respondent:

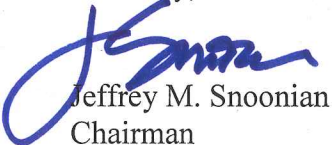
On behalf of the Adams Board of Selectmen, I am pleased to invite your response to this Request for Proposals (RFP) for a very special development opportunity in one of the Commonwealth's most scenic and popular regions – the Berkshires. The RFP is issued by the Town to solicit proposals for the development and/or management and operation of the **Campground at Greylock Glen**. The proposed 140-site campground of tents, rustic cabins, and associated facilities are intended as part of the *Greylock Glen Resort*, a four-season full service conference resort, focused on outdoor recreation and environmental education. The spectacular Greylock Glen property is located at the base of Mount Greylock, the state's highest peak.

The development plan for the Greylock Glen Resort is the result of the Town's careful, deliberative planning process conducted in collaboration with institutions and organizations that have deep roots in the Berkshires: Massachusetts College of Liberal Arts (MCLA), the Massachusetts Museum of Contemporary Art (MASS MoCA), Massachusetts Audubon, and the Appalachian Mountain Club (AMC). The proposed \$50 million Greylock Glen project is envisioned as a recreation and education destination that has extraordinary potential to serve as an anchor for tourism and a catalyst for economic development in the northern Berkshire region. The project, once constructed, will showcase environmentally sustainable design and building practices, while establishing Adams as a destination for recreational tourism. Culminating several years of work by the Town in close partnership with the Commonwealth, the Glen project is now essentially "shovel-ready" with planning, permitting, and the first phase of infrastructure improvements now in place.

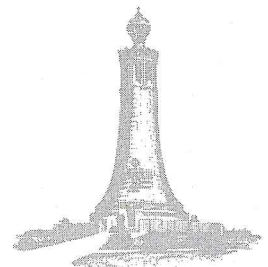
We hope you agree that this is an exciting opportunity. We believe a campground with tent sites and rustic cabins will be very popular with the several hundred thousand visitors already enjoying the Mount Greylock summit and the Commonwealth's flagship state park – the Mount Greylock State Reservation, among other top Berkshire tourist attractions. For some time, the Town and our neighboring communities have viewed the Greylock Glen project as one of the most significant projects for the northern Berkshire area, and we believe the campground will be the first of several important components of this exciting resort development.

Responses to this RFP are due on September 29, 2016 at 4:00 pm (EST). We are very enthusiastic about the project at Greylock Glen project and invite you to consider this important development opportunity.

Sincerely,


Jeffrey M. Snoonian
Chairman

"Home of Mt. Greylock"



**REQUEST FOR PROPOSALS
LEASE, DEVELOPMENT AND/OR MANAGEMENT AND OPERATION OF
THE CAMPGROUND AT GREYLOCK GLEN RESORT
ADAMS, MASSACHUSETTS**

Table of Contents

I.	INTRODUCTION	1
II.	GREYLOCK GLEN BACKGROUND	2
III.	GENERAL DESCRIPTION	5
IV.	DEVELOPMENT SITE	7
V.	DEVELOPMENT PROGRAM AND SCOPE	10
VI.	PROJECT GOALS AND OBJECTIVES	12
VII.	POTENTIAL OPPORTUNITIES AND INCENTIVES	13
VIII.	PROPOSAL SUBMISSION PROCESS AND REQUIREMENTS	14
IX.	SELECTION PROCESS	18
X.	RFP SCHEDULE	20
XI.	GENERAL TERMS AND LIMITATIONS	21

APPENDIXES

Appendix A	Site Master Plan: <i>Greylock Glen Outdoor Recreation & Environmental Education Center</i> <ul style="list-style-type: none">Summary Development ComponentsSite Master PlanDevelopment Area PlanTrails System PlanTrails ExhibitCampground Lease AreaOverall Master Lease Plan on OrthoSite Photos
Appendix B	Infrastructure <ul style="list-style-type: none">Master Utility PlanPhase I Infrastructure As Built
Appendix C	Permitting <ul style="list-style-type: none">MEPA CertificateEnvironmental Permitting Memo
Appendix D	Campground Schematic Plans/Studies <ul style="list-style-type: none">Campground Preliminary Design PlansSouth Campground 35 Site LayoutCampground Design MemoPreliminary Stormwater ReportReference Timber BridgeCAD Files
Appendix E	Required Forms <ul style="list-style-type: none">Attestation of Tax ComplianceNon-Collusion AffidavitAffirmative Action and Equal Opportunity RequirementsDisclosure of Beneficial Interests
Appendix F	Index Sample Lease and Operating Agreement
Appendix G	Campground Market Analysis – Pinnacle Advisory Group
Appendix H	Glen Resort Market Study – Johnson Consulting

**REQUESTS FOR PROPOSALS
LEASE, DEVELOPMENT AND/OR MANAGEMENT AND OPERATION OF
THE CAMPGROUND AT GREYLOCK GLEN RESORT
ADAMS, MASSACHUSETTS**

I. INTRODUCTION

The Town of Adams is soliciting proposals for the development, construction, and/or operation and management of a 140-site Campground at Greylock Glen located in Adams, Massachusetts through a contract/lease agreement. The Campground and associated facilities are intended as part of the proposed *Greylock Glen Outdoor Recreation & Environmental Education Center* (“Greylock Glen Resort”), a four-season resort located at the base of Mount Greylock, the state’s highest peak. As the Designated Developer for the overall Greylock Glen Resort project, the Town has executed a 99-Year Master Lease with the Commonwealth of Massachusetts, the underlying owner of the property.

The planned 140-site campground, as one of the major development components of the resort, will be built and managed in an environmentally sensitive and sustainable manner. In addition to traditional tent sites, the Campground is intended to offer rustic cabins, eco-shelters, and limited pull-in sites for trailers up to fifteen (15) feet long. The Development Site (“the Site”) for the Campground is in a defined location and consists of two parcels on either side of Gould Road in the western portion of the 1,063-acre Glen property: Site A is approximately 6.9 acres and Site B is approximately 4.9 acres. Both sites are essentially “shovel-ready” with road upgrades and the first phase of utilities improvements now completed.

Development Offering

The Town is seeking a private developer partner to design, finance, construct, and/or operate and manage the Campground and anticipates entering into a long-term Lease and Operating Agreement for the Development Site and other agreements with the developer/operator. The Town proposes an initial twenty-five (25) year lease term, with opportunity for renewal of additional ten year periods, subject to certain renewal option provisions. However, the Town will consider other lease term provisions. It is anticipated that the selected Proponent’s payment of rent to the Town shall be at a guaranteed monthly minimum rent and/or a percentage of monthly gross receipts, as to be described by the Proponent. An adjusted payment may be negotiated to apply during the period of construction and start-up. The Town will direct all rent proceeds from the Campground operation and the other private components to the maintenance of the trails system and other maintenance and security needs of the resort.

The Town will consider proposals involving a public-private partnership or other alternatives if deemed in the best interests of the Town. Experienced campground operators without the interest or financial capacity in constructing the Campground should not be deterred from submitting proposals if willing to work with the Town collaboratively to design and finance the construction. Support that the Town will consider providing includes: financing, design, and construction, however, proposals that include third party financing and construction will be favorably considered.

This Request for Proposals (RFP) seeks detailed responses describing the Proponent’s experience, capabilities, and commitment to successfully develop and/or operate and manage the Campground and associated facilities for year-round public outdoor recreation purposes. Proposals submitted in response to this RFP will be reviewed and ranked using the criteria and evaluation system described herein. Any contract or lease agreement recommended by the Town’s Selection Committee will be submitted to the Adams Board of Selectmen for review and approval.

II. GREYLOCK GLEN BACKGROUND

In the mid-1980s, an emergency measure of the Massachusetts Legislature (Chapter 676 of the Acts of 1985) authorized the Department of Conservation and Recreation (DCR; then the Department of Environmental Management) to “acquire land and develop a regional economic and recreational facility” at Greylock Glen in Adams. The original project at Greylock Glen was envisioned as a key element of a multi-pronged economic development strategy aimed at addressing the economic decline of Adams and the northern Berkshires from the loss of manufacturing. To fulfill the requirements of Chapter 676, the Glen property was acquired by DCR and plans for development of a regional economic and recreational facility on the Glen property were prepared. Several previous proposed projects at Greylock Glen were strongly opposed due to the intensity and scale of development and unfortunate timing with regards to national economic downturns. As a result, these previous projects did not move forward.

In April 2004, DCR adopted the *Amended Master Plan for Greylock Glen*, which established general land uses and development intensities for the Greylock Glen site. The 2004 *Amended Master Plan* significantly scaled back the size and scale of development on the site from previous development master plans. The plan allowed for a mix of outdoor recreation, education, cultural arts, and lodging facilities, with ancillary support uses. Except for staff housing, residential use is not allowed.

In September 2004, the Town of Adams submitted a proposal in response to the Commonwealth’s solicitation for the development of an outdoor recreation and environmental education facility at Greylock Glen. In April 2006, the Town was selected as the designated developer of Greylock Glen and, on December 11, 2006, the Town executed a formal agreement with DCR and the Division of Capital Asset Management & Maintenance (DCAMM), which outlined the tasks and pre-development activities of both the Town and DCR. Since 2007, the Town and DCR have been focused on design and permitting of the proposed \$50 million Greylock Glen Resort project – after completing the Master Plan for the project, all wetlands permitting, local zoning approvals, and the review process under the Massachusetts Environmental Policy Act (MEPA) was successfully concluded. From 2013-2015, the first phase of utility improvements to serve the entire resort project were installed (see below) and on October 10, 2014, the Town formally executed a 99-year Master Lease with the Commonwealth. This provided the Town site control of the property and the ability to enter into agreements with future project partners.

Development Concept

The Town’s concept plan for the Greylock Glen Resort was developed in collaboration with Massachusetts Audubon, the Appalachian Mountain Club (AMC), the Massachusetts College of Liberal Arts (MCLA), and the Massachusetts Museum of Contemporary Art (MASS MoCA). The proposed \$50 million Greylock Glen project is envisioned as a four-season recreation and environmental education destination (**see Appendix A; Site Master Plan**). The development is intended to serve as a catalyst for the economic revitalization of Adams and surrounding communities in the northern Berkshire region. When constructed, the project will strengthen the local economy by establishing Adams as a tourist destination for outdoor recreation and expanding the customer base for businesses in Adams, especially downtown merchants. The phased project will be designed and built according to principles of sustainability, demonstrating environmentally sensitive approaches to design, construction, and management. The master plan concentrates development to a 56-acre “Development Area,” (the area leased by the Town) with over 1,000 acres of the 1,063 acre Glen property designated as permanently protected conservation land.

The Glen development project has six major components:

- Multi-Use Trails System, with a Nordic Ski Center
- Campground
- Lodge and Conference Center
- Outdoor Center
- Performing Arts Amphitheatre
- Outdoor Art, Conservation Lands

Collectively, the components provide a unique and complementary set of uses that expand outdoor recreational opportunities for the public while protecting in perpetuity all but a small portion of the 1,063-acre Greylock Glen site as conservation lands (**Appendix A; Summary Development Components**).

The Town and DCR have worked together for the past eight years to conduct a careful and deliberative planning process for the Greylock Glen Outdoor Recreation and Environmental Education Center. The Town hired Vanasse Hangen Brustlin, Inc. (VHB) to prepare the Site Master Plan for the proposed development project, while DCR hired Dodson & Associates to design the multi-use trails system for the site. In March 2010, this more detailed planning for the project culminated with the Town and DCR filing the Environmental Notification Form (ENF) for the proposed development with the Massachusetts Executive Office of Energy and Environmental Affairs, under MEPA. The plan was approved in May 2010 with no further modifications.



Development Phasing and Implementation

Development of the \$50 million Glen resort will be phased. The Town anticipates that development of the Campground will occur in the first phase of implementation. In addition, the initial phase of the multi-use trails system at Greylock Glen, which will be constructed by the Department of Conservation & Recreation (DCR) with Commonwealth incentive funds (approximately \$2M), will also be included as part of the resort's first phase of implementation. Design and permitting of the trails system is complete, and construction plans and specifications for the trails improvement are essentially bid-ready (**see Appendix A; Trails System Plan**). As noted elsewhere in this RFP, the Campground development site is essentially shovel-ready and the Town anticipates completion of all utilities in advance of completed construction of the campground.

Lease payments from the Campground, the Lodge and Conference Center, and the other private developer elements of the project will be reinvested in the Glen and used solely for maintenance and capital expenditures at the site (roadways, utilities, trails system, conservation lands, etc.). This is expected to provide a sustainable source of revenue adequate to maintain the attractiveness of the public lands and amenities associated with the resort project.

III. GENERAL DESCRIPTION

Project Location

Greylock Glen is located in Adams, Massachusetts in the northwest corner of the Commonwealth. The Glen project site lies adjacent to the 12,500-acre Mount Greylock State Reservation, which is home to Mount Greylock, the highest peak in Massachusetts at 3,491 feet in elevation. The Glen site is approximately one mile from downtown Adams and tucked some 2,200 feet below the Mount Greylock summit.



Berkshire County is renowned throughout the Northeast for its beautiful mountain vistas, stunning meadows, lakes, charming towns, and pastoral farms. Tourists flock to this area to experience the Berkshires' unique combination of scenic beauty and high-quality cultural attractions. Located approximately 3 hours from both Boston and New York City and bordering the states of Vermont, Connecticut, and upstate New York, the Berkshires are a natural draw for some 2.5 million visitors from the New England region and beyond.

<i>City</i>	<i>Distance to Greylock Glen</i>	<i>Travel Time</i>
Pittsfield	15 miles	30 minutes
Albany	55 miles	1.5 hours
Springfield	70 miles	1.5 hours
Boston	150 miles	3 hours
New York	175 miles	3.5 hours

Greylock Glen already has substantial name recognition throughout the Commonwealth, and particularly in the Berkshires. With its combination of outdoor recreation and educational and cultural tourism opportunities in a spectacular setting at the base Mount Greylock State Reservation, the state's flagship park and one of the most visited tourist attractions in Berkshire County, the Greylock Glen Resort will be well-positioned to attract a large percentage of residents and tourists.

Greylock Glen – General Site Description

The Greylock Glen encompasses 1,063 acres of woodlands, open fields, wetlands, and ponds nestled at the foot of the eastern slope of Mount Greylock. The site is bounded on the west by Mount Greylock and the slope of Ragged Mountain, on the east by low ridges, to the south by an unnamed hill with an elevation of 752 feet, and to the north by a low ridge east of the former Thiel Farm. Maximum relief on the northern part of the site is 1,260 feet, with elevations of over 2,300 feet at the northwestern corner and 1,040 feet where Hoxie Brook crosses the eastern property line. Slopes in the northern portion of the site are to the east and south at moderate to steep grades. The central part of the site east of Gould Farm, is an area of little relief, with slopes grading gradually to the east and west. In the southern part of the site, relief is 720 feet, with elevations ranging from 1,920 feet on the western property line to 1,200 feet where the eastern property line crosses West Mountain Road (**see Appendix A**). Slopes in the southern part of the site are to the east and north at moderate to steep grades. A mining operation, which fronts on Route 8, abuts the site to the northeast. Residential neighborhoods in Adams adjoin the site to the east along and off West Road, with some undeveloped parcels interspersed. To the south is municipally-owned watershed protection land along Bassett Brook.

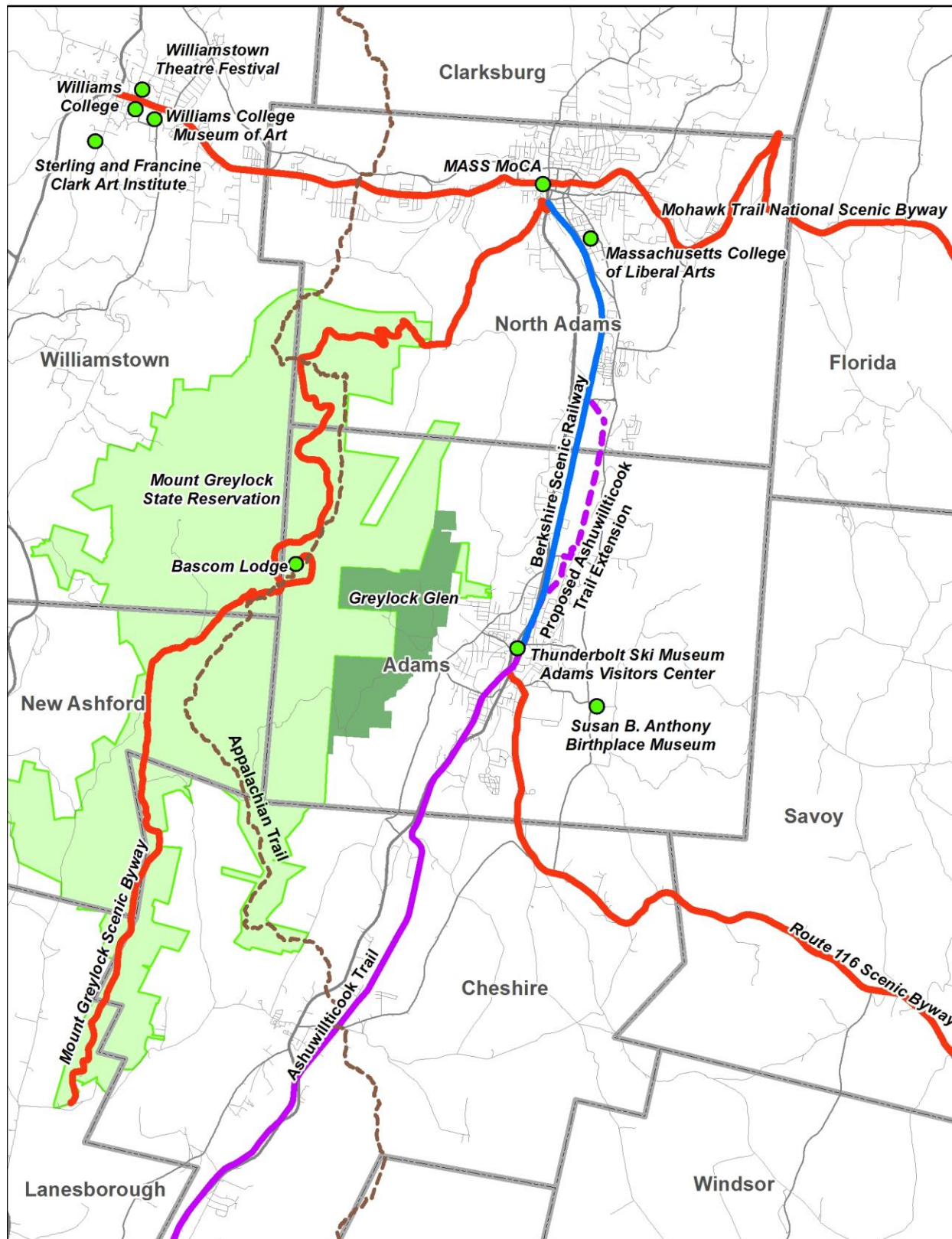
The Glen is home to an outstanding variety of plant and animal species, many of which are considered rare within the state, and is a favorite destination for the naturalist. Several popular hiking trails within the Glen connect to trails on the adjacent 12,500-acre Mount Greylock State Reservation, including the nearby Appalachian Trail which winds towards the summit of Mount Greylock and beyond. The historic Thunderbolt Ski Trail on Mount Greylock is accessed through the Glen and attracts skiers from around the country who want to experience a challenging backcountry run, much as it would have been in the days before ski lifts and trail grooming. The Glen is also a popular destination for snow-shoeing and cross-country skiing.

Much of the Glen was cut for timber in the 1800s and extensively farmed until the 1960s. The central portion of the site, the designated “Development Area,” includes several ponds which were created as water features within the 18-hole golf course developed in the early 1970s as part of the Elco Resort development project. Other remnants of previous development projects at the Glen include the foundation of a 350-room hotel (now known locally as the “rebar forest”), base structures for ski lift facilities, snow-making facilities, and storm drainage structures. Traces of human influence can be seen almost everywhere throughout the landscape.

The surrounding context of Greylock Glen is best understood through **Exhibit 1 - Cultural Location Map**. This map shows how the Glen project, and the Development Site, fit with the surrounding community and the Mount Greylock State Reservation.

Exhibit 1 – Cultural Location Map

Greylock Glen - Cultural Locations



IV. DEVELOPMENT SITE

The Campground Development Site is located in the western portion of the “Development Area” of the Greylock Glen Resort property along Gould Road. The Development Site consists of two parcels of land bisected by Gould Road, representing the “Leasehold Area.” The Campground and all ancillary facilities shall only be located within the Leasehold Area portion of the Greylock Glen property (*see Appendix A; Campground Lease Area*).

Site A (South Campground)

Site A is approximately 6.9 acres comprised of predominantly open meadow with clusters of young deciduous trees including poplars, ash and red cedar which have become established following abandonment of an earlier golf course. The site is bordered by Gould Road to the north, a perennial stream and privately owned farm field to the west, and woodland to the south and east. The area directly surrounding the site is a mixture of deciduous and coniferous woodland.

The largely open character and relatively flat terrain of Site A, make it is suitable for more intensive year-round use with minimal impacts upon nearby mature stands of trees (*see Appendix A; Overall Master Lease Plan on Ortho - Development Area #2*).

Site B (North Campground)

Site B is located across Gould Road immediately to the north of Site A and consists of approximately 4.9 acres of sloped land (*Appendix A; Lease Plan, Development Area #1*). This site is characterized by mature tree stands of hemlock, maple, ash and oak on the steep banks alongside the north branch of Peck’s Brook, and with stands of pioneer tree species and open meadow areas beyond the banks (formerly part of the now abandoned golf course). Fingers of wetlands and a pond lie largely to the east of the site.

Given the relative steepness of the terrain, adjacent wetland and riverfront areas, and mature tree stands, Site B is most suitable for low intensity development that will minimize erosion and the potential for disturbance to wetlands and riverfront areas. Tent camping and canvas shelters like yurts are most appropriate in this area. The mature tree areas flanking Peck’s Brook should be protected by limiting work to construction of a new minimum width vehicle crossing utilizing the existing bridge abutments.

Vehicular Access

Gould Road: Gould Road is a local, Town accepted roadway serving the “Development Area” within the Greylock Glen property. As the primary access to the proposed Glen project, Gould Road begins at its intersection with West Road where it travels in a westerly direction for approximately 1,859 feet, where it intersects with Thiel Road. From this point it continues another 3,500 feet to the Gould Farm property line (western boundary of the Glen Site). Gould Road is a bituminous concrete, low-volume roadway without pavement markings and is comprised of a significant vertical curve as well as several smaller horizontal curves.

Thiel Road: Thiel Road begins at its intersection with Gould Road and continues in a northwesterly direction where it ends currently at an unimproved cul-de-sac, which serves as a trail access area.

West Road: West Road extends from the Cheshire/Adams municipal boundary to its intersection with Notch Road, where it becomes Friend Street. West Road is a bituminous concrete, two-lane, two-directional roadway, with a road width ranging from 18 to 28 feet. Through rolling terrain, the posted speed limit along West Road varies from 30 to 35 mph. The adjacent land use is predominantly a mix of residential and undeveloped land south of Fisk Street, and residential land use north of Fisk Street.

Maple Street: Maple Street connects Route 8 to West Road and is the primary roadway expected to be used to travel from the town center of Adams to the Greylock Glen project. A T-intersection is formed with West Road. The roadway divides at an island area as it approaches Route 8 in the downtown (McKinley Square). The roadway is a bituminous concrete, two-lane, two-directional roadway with pavement markings only at the approaches to the Route 8 intersection. The width of the road ranges from 22 to 24 feet, and currently there is on-street parking on the south side.



Autumn views looking northwest from one of the ponds within the Glen Resort development area

Utilities

All municipal utilities are essentially available at the Site. Existing infrastructure currently serving the Site is described below.

Electric Service: National Grid currently maintains a 23 KV line from West Road crossing the “Development Area” of the Glen property to the Gould Farm, where it steps down to the 2.4 KV summit line. The Campground development site is currently served by this electric service.

Water Service: The water distribution system in the Town of Adams is provided by the Adams Fire District, an independent authority. The Campground development site is served by a new 8-inch water main in Gould Road (see more detailed information on water service in **Appendix B; Master Utility Plan**).

Sanitary Sewer: Project-generated sewage will be collected by the Town’s sewer collection system and treated at the Adams Wastewater Treatment Plant, which has excess capacity. The Campground development site is served by a new municipal sewer line along Gould Road (**Appendix B**).

Natural Gas: A new natural gas service line is now available to the site, provided through Berkshire Gas Company.

Permitting

The Town of Adams, working with the Department of Conservation & Recreation, has completed all major permitting requirements for development of the *Greylock Glen Outdoor Recreation & Environmental Education Center*. Specific permitting information follows below:

Zoning and Land Use Regulations: All land development activity at Greylock Glen is governed by the Adams Zoning Bylaws. The Special Permit under the Planned Unit Resort Development (PURD) provisions in the Zoning Bylaws was approved by the Adams Planning Board in July 2012. **Development of the Campground will require site plan approval by the Planning Board.**

Massachusetts Environmental Policy Act (MEPA): In May 2010, the Secretary of the Executive Office of Energy and Environmental Affairs issued the certificate permitting development at Greylock Glen consistent with the Town's Master Plan (*see Appendix C; MEPA Certificate*). **No further permits are required under the Massachusetts Environmental Policy Act.**

Massachusetts Wetlands Protection Act: In mid-December 2010, DCR filed the Abbreviated Notice of Resource Area Delineation (ANRAD) with the Adams Conservation Commission and a final Order was issued by the Conservation Commission in December 2011. A Notice of Intent to the Conservation Commission may be required due to work within wetland buffers and within riverfront area. The bridge may require ACOE and DEP review to address Water Quality Certification and Stream Crossing Standards. **No additional wetlands or environmental permitting are anticipated as long as future development of the Campground is limited to the established site envelope (*Appendix C; Environmental Permitting Memo*).**



View to Mount Greylock across Lower Pond

V. DEVELOPMENT PROGRAM & SCOPE

The Campground at the Glen will ideally provide a nature-oriented experience geared towards individuals and groups who appreciate the magnificent scenic location, and value the outdoor recreational opportunities afforded by close proximity to Mount Greylock State Reservation. The Glen is a place to appreciate the unique offerings of the four-seasons. Whether one's day is spent hiking, skiing, searching for wildflowers or enjoying the cultural amenities of the area, the Glen Campground is expected to provide a welcome return to a place of quiet refuge and relaxation. The campsites themselves will be situated throughout the campground in such a way as to provide privacy both visually and audibly between sites, with light levels limited to the minimum necessary to provide camper safety.

Campers can leave their car behind completely if they wish, as most campsites are accessible only on foot from a central parking lot, to really enhance the feeling of "getting away from it all." Carts and well-marked paths will make transporting gear to individual campsites easy (*see Appendix D; Campground Preliminary Design Plans*). While large RVs will not be accommodated, several pull-in sites could be included to accommodate small trailers of 15 feet or less. These sites make up the minority of campsites within Site A, and will not be available at Site B. Pump out stations will not be provided.

Access to the entire Greylock Glen Resort will be provided via well-marked trails from the Campground. Trails within Greylock State Reservation will be easily accessed from the Campground as well. The Glen trails system will provide for multiple recreational opportunities, not just walking or hiking. Certain trails will also be designated as ski, bike, and equestrian friendly, thereby expanding the recreational options. Should campers wish to get to downtown Adams and the nearby Ashuwillticook Rail Trail, a shuttle, which can accommodate bikes, will be available round-trip with convenient drop off and pick-up locations throughout town. The combination of accessible trails and shuttle services make going car free a viable alternative for the duration of a camper's stay.

With a mix of rustic cabins and "eco-shelters," Site A, or a portion of the site, is envisioned to be in operation year-round (*see also Appendix D; South Campground 35 Site Layout*). Site B would likely be closed during the winter, given reduced demand at this time of year and the need to make operations and snow removal less cumbersome (*Appendix D*).

NOTE: The Site Master Plan for the Greylock Glen Resort provides a conceptual design for the Campground that Proponents shall use for guidance in preparing a response to this RFP. The Town has worked to refine this design by completing additional study and analysis (*see Appendix D*). Proponents should familiarize themselves with the Campground conceptual design and schematic plan prior to submitting a proposal. The Town's conceptual design has been approved as part of the project's MEPA review, Special Permit approval, and reviews and approvals by the Adams Conservation Commission. Although the unit number for the Campground may not exceed 140 sites, **Proponents are free to propose a different mix of accommodations (see below), and/or an alternative layout, as long as the plan does not exceed the boundaries of the Campground Development Site.**

Accommodations

The Town's concept for the Campground at the Greylock Glen Resort includes a variety of accommodation types to suit a diversity of users and seasonal conditions. The Town strongly favors a mix of accommodations and has determined that there is a strong demand for alternatives such as cabins, yurts and eco-shelters in the region. Different accommodation types will allow for different camping experiences as well as a range of cost options. The terrain at Site A can support each of these accommodation types. The terrain at Site B is slightly more varied, with steeper gradients and wetland

areas and will support a tent sites and eco-shelters. The four accommodation types favored in the current plan are as follows. Each option offers varying level of rusticity and comfort. **NOTE:** Site dimensions suggested below encompass all components of an individual campsite including: access path, tent platform or trailer parking, fire pit, picnic table and surrounds.

- **Tents Sites –1,500 sf**

Traditional tent sites offer space for varying tent sizes. A designated tent pad or platform provides a flat, comfortable surface and reduces the natural tendency towards site creep and erosion within the site.

- **Eco-Shelters (can be yurts or permanent canvas tents) – 1,500 sf**

Eco-shelters allow for camping without the need to bring a tent. The eco-shelters of Maho Bay are an example of those for the Campground. Another example is yurts, which are popular accommodations nation-wide at many state and national parks. Currently Massachusetts state parks have several yurts, which typically include small decks and picnic tables.

- **Rustic Cabins – 1,500 – 1,700 sf**

Rustic cabins perhaps with individual wood stoves (or small gas stoves), provide a cozy retreat from the cold after a day spent cross-country skiing or snow shoeing on one of the Glen's many trails. Cabins should be rustic and reflect the setting in which they are part. Use of local and recycled materials can help to create this aesthetic. Basic bathroom facilities can be provided within each individual cabin, or shared among several cabins.

- **Pull-in Sites for small Trailers of 15 feet or less - 2,200 sf**

Small trailer pads allow for those with pull along trailers to enjoy the Glen campground as well.

Amenities

Though the campground at Greylock Glen will be geared towards a more rustic camping experience, several basic amenities should be provided for guest comfort and to attract a diverse clientele. All amenities within the campground should be built, operated, and maintained in a sustainable manner, consistent with the Town's goals and objectives. Amenities can be phased to minimize upfront capital costs. The table below illustrates the range of amenities that have been approved under the current plan. Several of the amenities are required while others are optional.

Approved Campground Amenities		
Amenity	Required	Optional
Site A		
Comfort Station with Showers	yes	
Camp Store/ Ranger Station/Housing	yes	
Swimming Pool		yes
Multi-use recreational room		yes
Group Gathering Area		yes
Recycling Station	yes	
Site B		
Comfort Station with Showers	yes	
Group Gathering Area		yes
Recycling Station	yes	

VI. PROJECT GOALS AND OBJECTIVES

The Greylock Glen Resort will be closely tied to and work toward reinforcing and complementing the other economic and tourism developments in Adams and the Northern Berkshires. The Campground, along with the other components of the Glen resort, will expand the local and regional economy by: i) establishing Adams as a destination for outdoor recreation and environmental education; ii) expanding the Town's and the region's visitor services and attractions; iii) connecting the Town more meaningfully to cultural institutions within the Berkshires and the creative economy; and iv) building a strong customer base for downtown merchants in Adams and businesses throughout the region.

The Town of Adams is working to position itself as the *"Recreational Hub of the Berkshires,"* while at the same time generally enhancing opportunities for tourism and recreational-based economic development. The Town's goals and objectives are also directed at increasing the local tax base and creating quality jobs for the local workforce. The selected Campground developer will be expected to design, construct, and/or operate and maintain a high quality campground facility offering a range of accommodations that will generate substantial visitors to Adams and the larger northern Berkshire region. Also important, the Glen resort will establish strong linkages to both downtown Adams and the adjoining State Reservation lands. Physical linkages will include appropriate connections from the Glen's trail system to the larger State Reservation trails network, pedestrian/bicycle connections to downtown Adams and the Ashuwillticook Rail Trail, shuttle-transit connections, and the Town's wayfinding program directing visitors to attractions throughout Adams. Programmatic linkages will include year-round events planning and collaborative marketing efforts with the Town, ProAdams – a local marketing/events group, downtown merchants, local and regional cultural and educational institutions, as well as DCR programming at Bascom Lodge and the Mount Greylock State Reservation.



In addition, the Town is committed to “green” and sustainable development principles in construction, building materials, use of alternative energy sources, and technology. The selected Campground Developer will be required to incorporate the highest standards for innovative green design and resource efficiency, including the following:

- Minimize environmental impacts through sensitive siting of all Campground facilities and improvements within the landscape and careful consideration of the various uses/activities within the Campground boundaries;
- Protect and enhance habitat areas within and around the Campground sites;
- Recycle waste products and strive to limit waste as much as possible;
- Minimize pollution impacts resulting from Campground facilities and user activities;
- Utilize Green building techniques (e.g., solar power, natural lighting) to reduce energy costs; and
- Reduce maintenance and operations costs.

VII. POTENTIAL OPPORTUNITIES AND INCENTIVES

The Greylock Glen Resort is expected to be closely tied with the economic and tourism developments in downtown Adams and the northern Berkshires, and should build on these developments through physical and/or programmatic linkages and partnerships with local institutions. Respondents to the RFP should address how the Campground project will complement downtown Adams, Greylock State Reservation, and the broader region.

The Town anticipates that the Campground developer/operator will participate in community outreach and develop connections with local and regional educational institutions, as well as the local business community to supply staffing, camp store products, and other labor and service needs.

The following local institutions are suggested as possible linkage opportunities for the Campground: the Berkshires Visitors Bureau for marketing support and advertising; McCann Technical School in North Adams has construction design and carpentry programs that might facilitate student participation in building some elements of the Campground like eco-shelter platforms or picnic tables, and components of the rustic cabins. Similarly, the Town has initially explored opportunities for a youth summer jobs program focused on building elements of the Campground with Berkshire County Regional Employment Board. Other opportunities include MCLA's Environmental Studies program seeks interesting internship opportunities for students in environmental stewardship and Berkshire Community College has a hospitality administration program which may lend itself to internships in campground management. The Campground operator could also work with the Town to provide accommodations during local events which draw large numbers of participants, like the Thunderbolt Ski Race, the Greylock Ramble, and MASS MoCA's Solid Sound Festival.

Onsite Programming & Community Outreach

Respondents to this RFP should describe the types of programming they envision providing, if any. Opportunities to collaborate in the future with other environmental programming providers will allow campground guests to learn about the broad range of sustainable practices used at the campground and throughout the Glen resort, the unique ecology of the Glen, and the larger ecology of Mount Greylock State Reservation. The Town also expects that programming at the Campground will complement the programs and events taking place at the Glen resort's Outdoor Center.

FINANCING AND INCENTIVES

The Town of Adams will consider negotiating a Tax Increment Financing Agreement for proposals that demonstrate a significant benefit to the Town's economy.

Additionally, the Commonwealth and/or the Town may be able to assist with financing for the project (e.g., tax- exempt bonds for non-profits, loans and loan participations). The Town encourages Respondents to make known any and all financing needs necessary for their projects. Any required financial assistance or support from the Commonwealth of Massachusetts needs to be identified clearly in submitted proposals, but applications for such assistance will be separate from the Town's RFP process.

VIII. PROPOSAL SUBMISSION PROCESS AND REQUIREMENTS

In order to be considered for selection, Proponents must submit a complete response to this RFP. One (1) original and three (3) copies of the Proposal must be submitted to the **Town Administrator's Office, 8 Park Street, 2nd Floor, Adams, Massachusetts 01220, no later than Thursday, September 29, 2016, at 4:00 PM, Eastern Daylight [Standard] Time.**

RFP Inquiries

Prospective responders may only direct questions in writing to the Community Development Director, as follows:

Donna E. Cesan, Director
Adams Community Development Department
8 Park Street
Adams, MA 01220

Email: dcesan@town.adams.ma.us
Fax: (413) 743-8309

All questions are due no later than **4:00 PM August 18, 2016**. All questions will be answered in writing and distributed to all RFP requestors at the same time. The answers will be distributed on or before August 30, 2016. The Community Development Director is the only individual who may be contacted about the project by prospective Proponents before the proposal deadline. The Community Development Director cannot vary the terms of the RFP.

Site Visit

As public land, Greylock Glen is open year-round from sunrise until dusk for day-use recreation. Proponents are free to visit the Glen project site at their convenience or the Town will be happy to arrange a walking tour and site visit of the Campground Development Site for interested Proponents, beginning in late July and throughout the month of August. Please contact Donna Cesan at the above address/email to set up the site visit.

Proposal Format and Submittal Instructions

Proposals must be on standard 8 ½ by 11" paper. All supporting documentation must be on paper no larger than 11" by 17". Responses must be sealed and clearly marked with the following: **"RFP #16-006: Lease, Development and/or Management and Operation of the Campground at Greylock Glen"** with the proposing developer/operator's name and address. All required copies of the proposal shall be submitted within a single sealed envelope or box.

No faxed proposals will be accepted. No electronically transmitted proposals will be accepted.

Proposal Contents and Required Materials

Individuals and organizations responding to this RFP must provide detailed information that demonstrates their organizational and financial ability to undertake a project of the complexity described herein. Capacity to implement, experience in public-private development, and a commitment to sustainable design and practices will be of particular importance to the Town in selecting a developer and/or operator for the Campground component of the Glen resort project. At a minimum, responses to this RFP must include the following information outlined below. Each section of the proposal must be clearly identified and shall be organized in the following manner:

A. Cover Letter

Each proposal shall include a cover letter on the letterhead of the Proponent or Proponent's organization. The Proponent's name, address phone number, FAX number, and email address shall be contained in the cover letter, as well as, the name and contact information for the Contact Person for this RFP. A representative who has the legal capacity to enter the organization into a formal Lease and Operating Agreement with the Town shall sign the cover letter.

The cover letter shall briefly summarize the Proponent's ability to provide the products specified in the RFP and any other value-added services(s) not specifically requested. The Proponent should express its commitment to enter into negotiations with the Town for a Lease and Operating Agreement, in good faith and in a timely manner, should the Proponent be selected.

B. Table of Contents

C. Proponent Organization (TAB 1)

Proponents should demonstrate they are able to meet the following requirements, and effectively communicate their ability to fulfill such requirements within the proposal:

1. Describe Proponent's organization type, management structure, and governance, and qualifications of key staff and any other resources that the Proponent will commit to the project over the lease term to demonstrate Proponent's capacity to successfully provide the required services;
2. Describe the level of experience in development and/or the management, operation, and maintenance of campgrounds or other outdoor recreation facilities. Proponents shall provide examples of similar past projects;
3. Provide documented history of financial viability that would support the Proponent's ability to commit to a long-term Lease and Operating Agreement; and
4. Provide three (3) references, with contact information, relating to work and/or services similar to those outlined in this RFP.

D. Development Plan (TAB 2)

Describe in as much detail as possible how the goals and objectives of this RFP, as outlined in Section VI, will be achieved through a logical and rational Development Plan and companion Operations Plan, as described below. Any additional goals or objectives of the Proponent should be fully explained. Proponents interested in pursuing a public/private partnership arrangement in the development and construction of the Campground should describe, to the degree possible, the extent to which they expect to be involved in the development/construction process of the Campground (e.g., fundraising, design, permitting, etc.).

For the Development Plan, describe the Proponent's strategy for the Leasehold Area, including a general description of the proposed design or design approach of the Campground and all ancillary visitor services facilities (As a starting point, Proponents could suggest how they would modify the Town's schematic plans for the Campground; **see Appendix D**). Proponents should generally describe the proposed site improvements, including an estimated number of tent sites, cabins, etc. Describe all other value-added facilities and/or services the Proponent proposes to offer that are not specifically requested, and the anticipated public benefit to the Town and the Greylock Glen resort as a whole. The Town reserves the right to accept, reject, or accept in part any value-added service(s) proposed. (**NOTE:** Any rejection of a value-added service(s), shall not negatively impact the Town's evaluation of the Proponent's proposal).

Include a timetable and indicate whether any part of the development will be phased. Planned use of any subcontractors should also be described in as much detail as is available. Proponents wishing to provide conceptual plans and drawings should include them within this section. **NOTE:** The proposed Development Plan will serve as the basis of the selected Proponent's initial Development Plan for the Leasehold Area, and shall be updated and refined by the selected Proponent, as needed.

E. Operations Plan (TAB 3)

For the Operations Plan, Proponents shall provide a narrative that generally describes the plan for their management, operations, and maintenance of the Leasehold Area and associated activities. Each proposal shall address and describe the following specific topics:

1. Schedule of operations and services, including Proponent's operating season, campground occupancy policies, and suggested fee structure;
2. Staffing plan;
3. Campground and visitor services, including but not limited to, picnic areas and playgrounds, rental of function rooms, pavilions and group use areas, and other multi-seasonal recreational opportunities. Generally describe the nature of services that shall be provided to guests of the campground and Leasehold Area;
4. Campground and visitor programming, including but not limited to, adult and children's environmental education programming, guided tours, entertainment, and event offerings;
5. Retail operations;
6. Proponent's approach to marketing and advertising; and
7. Plan for environmental management, including but not limited to, energy efficiency, waste reduction, and recycling programs, including:
 - Energy use and conservation, including minimal lighting impacts to the night sky;
 - Use of biodegradable and recycled materials, and solid waste disposal and recycling;
 - Drainage and erosion, including stormwater runoff and minimizing impacts of any paved surfaces;
 - Grounds maintenance and use of herbicides/pesticides;
 - Vegetation management and wildlife habitat conservation; and
 - Protecting scenic and aesthetic qualities.

F. Schedule (TAB 4)

Based upon the proposed Development Plan and the Operations Plan, summarize a projected schedule for commencement of operations, including any relevant milestones. If operations are to be phased, describe the phasing schedule. Also, provide assurances or alternatives, and the justification for such alternatives, to the Town's anticipated threshold of an eighteen (18) month startup period before commencement of operations of the general campground facility.

G. Required Forms (TAB 5)

Complete and sign the required forms and certifications included in this RFP (**Exhibit E**):

- 1) Attestation of Tax Compliance;
- 2) Non-Collusion Affidavit;
- 3) Affirmative Action and Equal Opportunity Requirements;
- 4) Disclosure of Beneficial Interests as required by MGL Chapter 7, Section 40J.

H. Terms of Agreement (TAB 6)

Section XI (Terms and Conditions) and the index of the sample Lease and Operating Agreement in **Exhibit F** provide Proponents with the Town's general provisions for a contract/lease for the project. The Proponent should express its commitment to enter into negotiations with the Town to execute a Lease and Operating Agreement, in good faith and in a timely manner according to the schedule in **Section X**, as it may be revised, should the Town select the Proponent as the developer and/or operator for the Campground.

I. Financial Proposal (TAB 7)

The financial proposal shall be provided in a **separate sealed envelope**. The Proponent shall outline in detail its anticipated capital expenditures, and a corresponding timetable, for project development. The Proponent shall include a statement verifying availability of funding to undertake the project and, if selected, shall provide proof of available capital prior to the final execution of the Lease and Operating Agreement. The Proponent shall outline in detail for the first five years of operations, a proposed fee schedule for use of the campground facilities, as well as fee schedules for all other visitor and consumer services. **Finally, the Proponent shall describe in detail its lease payments and/or proposed revenue sharing (base fee or %) with the Town over the term of the Lease and Operating Agreement.** Each proposal will be evaluated for all other criteria, and financials shall be evaluated independently. NO MENTION OF FINANCIALS SHALL BE INCLUDED IN OTHER SECTIONS OF THE PROPOSAL.

In a separate appendix within the financial proposal, the Proponent shall provide three (3) years of audited financial statements (preferred) demonstrating continued financial stability. A signature page must be included with the financial proposal stating, *"I certify that all of the information contained in this*



financial proposal to be true and accurate," and signed by the representative who has the legal capacity to enter the organization into a formal Lease and Operating Agreement.

IX. SELECTION PROCESS

After the proposal deadline, the Town's Selection Committee will review all submitted proposals to ensure they meet the Proposal Submission Requirements outlined in this RFP. Failure to meet the Submission Requirements may constitute a basis to eliminate that proposal submission from further consideration. However, the Town of Adams may at its sole discretion, waive any nonconformity.

Evaluation Criteria

Following this initial review process, the Selection Committee will evaluate and rank the proposals based on the following evaluation criteria:

1. Proponents Qualifications and Experience:

Proposals will be ranked relative to the past performance of the organization/business or persons within the organization/business in operating a public Campground or related facility. Proposals will be evaluated based on the experience of the personnel to be involved in the Campground operation and management, as well as the past performance of the organization/business based on inquiries with available references. In appropriate circumstances, cooperative partnerships are encouraged to ensure the highest possible qualifications and experience.

- Highly Advantageous: Proponent has exceptional demonstrated ability to operate, manage and maintain the Campground Lease Area over the duration of the lease term;
- Advantageous: Proponent has demonstrated ability to operate, manage and maintain the Campground Lease Area over the duration of the lease term;
- Not Advantageous: Proponent has only limited demonstrated ability to operate, manage and maintain the Campground Lease Area over the duration of the lease term; or
- Unacceptable: Proponent has no demonstrated ability to operate, manage or maintain the Campground Lease Area over the duration of the lease term.

2. Compatibility of Proponent's Vision and Project Concept with Town's Goals and Objectives:

Proposals will be ranked relative to the Proponent's development and operating concept and the degree to which the concept and the Proponent's vision address the Goals and Objectives in Section VI of this RFP. Proposals must demonstrate a clear benefit to the community and a commitment to the sustainable development objectives of the Greylock Glen resort project within the narrative. Preference will be given to proposals which are responsive to the desired public benefits and other community needs and concerns.

- Highly Advantageous: Proponent demonstrates it will provide exceptional public benefits and fulfill three (3) or more of the Objectives in the RFP;
- Advantageous: Proponent demonstrates it will provide public benefits and fulfill at least two (2) of the Objectives in the RFP;
- Not Advantageous: Proponent demonstrates it will provide only limited public benefits and fulfill one (1) or less of the Objectives in the RFP; or
- Unacceptable: Proponent is unable to neither demonstrate any public benefits nor fulfill any of the Objectives in the RFP.

3. Feasibility of Project Concept and Ability of Proponent to Implement the Project as Proposed:

Proposals will be ranked relative to the Proponent's ability to: commence substantial pre-permitting work upon award of contract, including applications for funding (independently, or in collaboration with the Town) within ninety (90) days of selection; enter into and implement the Lease and Operating Agreement; and commence with project permitting and construction.

- Highly Advantageous: Proponent demonstrates it will exceed the expectations of the Town's stated schedule and has an exceptional ability to commence pre-permitting work and enter into the Lease and Operating Agreement;
- Advantageous: Proponent demonstrates it will meet expectations of the Town's schedule and has the ability to commence pre-permitting work and enter into the Lease and Operating Agreement;
- Not Advantageous: Proponent demonstrates it may have ability to meet expectations of the Town's schedule and may be able to commence pre-permitting work and enter into the Lease and Operating Agreement; or
- Unacceptable: Proponent is unable to demonstrate any confidence in meeting the schedule or entering into agreements with the Town.

4. Adequacy of Proponent's Financial Resources to Carry out the Project:

Proposals will be ranked relative to the Proponent's availability of financial resources adequate to begin pre-development work and permitting upon award of contract, and fully implement the proposed Campground development project within the established schedule.

- Highly Advantageous: Proponent demonstrates it will exceed the expectations of the Town with regards to Proponent's availability of financial resources needed for implementation of the project;
- Advantageous: Proponent demonstrates it will meet expectations of the Town with regards to Proponent's availability of the financial resources needed for implementation of the project;
- Not Advantageous: Proponent demonstrates it has only limited availability of financial resources adequate to undertake the pre-development and permitting work and implement or operate the Campground project; or
- Unacceptable: Proponent is unable to demonstrate any availability of financial resources to undertake pre-development work or implement and/or operate the Campground project.

5. Ability of Proponent to Complete the Project in a Timely Manner:

Proposals will be ranked relative to the Proponent's ability to complete the project in a timely manner and in accordance with the schedule outlined in the RFP: commence substantial pre-permitting work upon award of contract, including preparation of drawings and plans, as needed; prepare applications for funding within ninety (90) days of selection; enter into and implement the Lease and Operating Agreement; and commence with project permitting and construction.

- Highly Advantageous: Proponent demonstrates it will exceed the expectations of the Town's stated schedule and has an exceptional ability to commence pre-permitting work and enter into the Lease and Operating Agreement;
- Advantageous: Proponent demonstrates it will meet expectations of the Town's schedule and has the ability to commence pre-permitting work and enter into the Lease and Operating Agreement;
- Not Advantageous: Proponent demonstrates it may have ability to meet expectations of the Town's schedule and may be able to commence pre-permitting work and enter into the Lease and Operating Agreement; or
- Unacceptable: Proponent is unable to demonstrate any confidence in meeting the schedule or entering into agreements with the Town.

Award of Contract

The Town reserves the right to make the award upon the basis of any of the proposals received. The Town reserves the right to reject any and all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with a Proponent into a project of lesser or greater magnitude than described in this RFP or the Proponent's response. The Town reserves the right to waive technicalities as may be deemed in the best interests of the Town. No contract will be awarded except to a Proponent rated as capable of performing the type of service contemplated in this RFP. The Town may declare any Proponent or proposal ineligible at any time during the process of receiving proposals or awarding a Contract for developments that arise, which in the opinion of the Town adversely affect the chance of success of this project and which are judged to be the responsibility of the Proponent.

Respondents to this RFP are not required to provide a Good Faith Deposit on the land with their proposals. However, the Proponent whose proposal is ultimately selected by the Town and the Board of Selectmen must make the required deposit in the amount of \$2,500 at the time of selection. The lease and operating contract to be negotiated between the selected Proponent and the Town will require adequate guarantees and forms of security to assure that the proposed project is initiated and completed in a timely manner.

X. RFP SCHEDULE

Schedule

The table below outlines the timeline with respect to this RFP process:

Date	Time	Action
July 1, 2016		Request for Proposals Issued
Late July – August		Site Visit / Walking Tour
August 18, 2016	4:00 PM	Questions Due to Town of Adams
August 30, 2016		Town Response to Questions Provided to all RFP Recipients
September 29, 2016	4:00 PM	Deadline for Proposal Submissions to the Town of Adams
September – October, 2016		Investigation and Evaluation of Proposals; Contractor Selection Process
October – November, 2016		Lease Negotiation

XI. PROPOSED TERMS AND CONDITIONS

The selected Developer / Operator (herein “CONTRACTOR”) and the Town of Adams (herein “TOWN”) would negotiate and enter into agreements regarding the Project; such agreements would be conditioned upon satisfactory negotiation of all required project components and approved by the Town. For the purposes of responding to this RFP, it should be assumed that these agreements would include the following general requirements and terms and conditions:

1. Contract Documents. The successful Proponent (“CONTRACTOR”) shall be required to negotiate a Lease and Operating Agreement with the TOWN, see index provided in Exhibit F. The CONTRACTOR, at the time of contracting, shall be required to provide proof of appropriate levels of insurance consistent with those specified in the draft Lease & Operating Agreement, agree to defend and indemnify the TOWN [and the State] regarding claims for liability for personal injury and property damage, provide proof of being in good standing with the Massachusetts Secretary of State’s Office, and provide a certificate of authority for the individual executing the agreement on behalf of a corporate entity.
2. Lease Term. The TOWN desires a lease term of twenty-five (25) years, commencing upon a fully executed Lease and Operating Agreement, following governmental approvals. At the TOWN’s discretion, the Lease and Operating Agreement may be renewed for additional 10-year periods, subject to certain renewal option provisions, with government approvals.
3. Rent. The CONTRACTOR shall pay the TOWN a negotiated fee for privileges granted under the Lease and Operating Agreement, including a base fee and/or a percentage of gross receipts, subject to certain increases and exclusions. In addition, a negotiated CAM (Common Area Management) payment (estimated \$40,000/annually; see 2016 Pinnacle Study) will be assessed to the CONTRACTOR.
4. Start Up Period. The CONTRACTOR shall have up to eighteen (18) months from the commencement date of the executed Lease and Operating Agreement to be operational and open for business with respect to the general campground area and campground support facilities, unless an alternative schedule has been proposed in the CONTRACTOR’s Development Plan and approved by the TOWN.
5. Ownership of Improvements. All facilities within the LEASEHOLD and all site improvements built or installed by the CONTRACTOR shall remain the real or personal property of the CONTRACTOR during the Lease and Operating Agreement. Title, all rights, and interest to all site improvements built or installed by the CONTRACTOR shall vest to the TOWN upon the termination of the Lease and Operating Agreement.
6. Property Taxes. The CONTRACTOR shall pay all properly assessed real and personal property taxes against the LEASEHOLD in accordance with the provisions of MGL, chapter 59.
7. General Liability Insurance. The CONTRACTOR shall, at its sole cost and expense, carry and maintain, at a minimum, the following types of insurance in certain amounts for the benefit of itself and the Town: i) Worker’s Compensation Insurance covering its employees, ii) Comprehensive Public Liability Insurance against all claims of bodily injury, death, or property damage, in the amounts of not less than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate; and iii) Fire and extended coverage insurance in an amount not less than one hundred percent (100%) of the whole replacement value of the LEASEHOLD area improvements and facilities.

8. Performance Bond. The CONTRACTOR shall provide the TOWN a performance bond in the penal amount of three hundred thousand dollars (\$300,000), unless a lesser amount is negotiated, issued by a surety or sureties satisfactory to the TOWN to guarantee the faithful performance by the CONTRACTOR of all terms and conditions of the Lease and Operating Agreement and to indemnify the TOWN and its agents from all loss for failure or inability to perform obligations undertaken by the CONTRACTOR hereunder.
9. Construction Bond. The CONTRACTOR shall purchase, or shall require its approved contractors or subcontractors to purchase, a construction bond or bonds issued by a surety or sureties satisfactory to the TOWN to guarantee completion of any construction/development project undertaken on the LEASEHOLD. The CONTRACTOR shall also purchase, or shall require its approved contractors or subcontractors to purchase, labor and materials bonds issued by a surety or sureties satisfactory to the TOWN to guarantee payment for goods and services provided on all construction/development projects undertaken on the LEASEHOLD.
10. Subcontracting/Assigning. The CONTRACTOR is prohibited from subletting, conveying, assigning or otherwise disposing of any contract/lease resulting from this RFP, its rights, title, or interest therein or its power to execute such agreement to any other company, corporation, or entity without the prior consent and written approval of the TOWN. In the event that the TOWN approves the use of subcontractors in performance of the Lease and Operating Agreement, the CONTRACTOR is not relieved of its responsibility and obligation to meet all requirements of this RFP.
11. Accounting Records. The CONTRACTOR shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the Commonwealth of Massachusetts. Financial and accounting records shall be made available, upon request, to the TOWN and the Commonwealth of Massachusetts, at all times during the contract period and any extension thereof, and for seven (7) years from the expiration date of the Lease and Operating Agreement.
12. Non-exclusive Use. The use and occupancy granted by the Lease and Operating Agreement is not exclusive. The LEASEHOLD and any permitted use of the LEASEHOLD area, and all CONTRACTOR-related operations and activities shall not adversely impact the recreational use or enjoyment of the Greylock Glen Resort by the public.
13. Site Closures. The TOWN and the Commonwealth of Massachusetts reserve the right to close any and all State lands, including but not limited to all or a portion of any LEASEHOLD area for: floods, extreme ice or snow storm events, extreme fire danger, or other such natural events; for wildlife or resource protection; or for risks to public health and safety. The TOWN shall provide the CONTRACTOR with immediate notification of all such site closures. The TOWN shall not be liable to the CONTRACTOR for lost revenue, operating costs, or any other losses resulting from such closures.
14. Accessibility. The CONTRACTOR shall meet federal Americans with Disabilities Act (ADA) accessibility guidelines, as may be amended, in the design, development, and construction of its facilities, where applicable.
15. State and Local Permits. The CONTRACTOR shall comply with all present and future laws, statutes, and regulations of the federal and state governments and with the applicable by-laws, regulations, and policies of the TOWN. The CONTRACTOR shall at its cost procure all necessary licenses and

permits required in connection with its TOWN-approved development and/or operating proposal and all subsequent licenses and permits.

Performance Evaluation Procedures

At a minimum, the TOWN shall assess the CONTRACTOR's performance of its obligations and responsibilities under the Lease and Operating Agreement through the procedures identified below, or others as negotiated:

- a. Review and approval of the CONTRACTOR's Construction and Development Plan, updated every five years.
- b. Review and approval of the CONTRACTOR's Operations Plan, updated every year.
- c. Receipt and review of the CONTRACTOR's payments pursuant to the Lease and Operating Agreement, due every year.
- d. Inspection of the CONTRACTOR's site improvements and facilities, conducted every year.
- e. Periodic review of intersecting agreements and Special Use Permits that impact the Greylock Glen Resort and the LEASEHOLD, revised as necessary.
- f. That the TOWN receives no finding or notification that the CONTRACTOR is in non-compliance with any federal, state, or municipal law, regulation, or ordinance, including but not limited to payment of assessed real or personal property taxes.
- g. That the TOWN shall hold periodic meetings with the CONTRACTOR to review CONTRACTOR performance, as deemed necessary, but not less than annually.

APPENDIXES

Due to the large file size of appended documents to this Request for Proposals, the contents of the Appendixes for the Glen Campground RFP can be retrieved and downloaded via Dropbox.com. Please follow one of the links below:

[Glen Campground RFP Appendixes](#)

OR

https://www.dropbox.com/sh/im82hz1hp9jlwq/AAD1icAR0v_Jwb3UE8TWA9hia?dl=0