

CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
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November 16, 2020

**ADDENDUM #1**  
INVITATION FOR RFP #21-22

<b>TENNIS COURT MANAGEMENT SERVICES</b>
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THIS ADDENDUM IS TO: ANSWER THE CLAY COURT AND GENERAL QUESTIONS BELOW:<sup>1</sup>

**Clay Court Questions**

- Q1. Since an onsite attendant is required, is there a permanent structure for office staff and registration processing. Is there bathroom access onsite?**  
**A1. There is a shade structure but no permanent one. Contractor may obtain a port-o-potty and lock it for its use only.**
- Q2. Will the courts start 2021 off complete with windscreens, nets, court equipment?**  
**A2. The clay courts will be equipped with all the above. Not all City courts have windscreens but all courts come equipped with nets.**
- Q3. Can you provide previous amounts spent on maintenance and spring opening?**  
**A3. The Contractor is responsible for payment from the money invoiced. That information is unavailable.**
- Q4. Can revenue collection (court fees, passes, lessons, etc.) and submittal be streamlined? Can some of the paper be replaced with electronic means?**  
**A4. Yes, whatever works best for contractor and users.**
- Q5. We are in hopes that Sportsman will interface with our current registration platform that allows us so many customer service options; makeup procedures, marketing, weather related alerts specific to groups and pro's to take attendance**  
**A5. Sportsman or MyRec are programs that are connected to the City's accounting system. Whichever works best for the contractor is acceptable.**
- Q6. Will city provide outside the fence maintenance such as weed straying and trimming so as to limit encroachment of weeds and grass on courts?**  
**A6. Yes**
- Q7. Limitations for lesson usage at clay courts? There will be a necessity of a minimum of 2 courts daily to recover some of the shop staff and setup costs.**  
**A7. Contractor will be able to manage usage of courts.**
- Q8. Can lessons be started earlier than 9 am to facilitate the large number of community players wanting to train before work?**  
**A8. No. The Parks, Recreation and Culture (PRC) Commission voted "No tennis play before 9:00AM"**
- Q9. Access to city of Newton water / parks staff to perform irrigation duties**

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<sup>1</sup> Answers or more complete answers to many questions are contained in RFP #21-22. The City has endeavored to respond to questions provided, however, in the event of any conflict between the answers provided herein and the RFP, the terms of the RFP shall govern.

**A9. Contractor works with PRC maintenance staff to facilitate turning on the irrigation for start-up and winterizing for close of season only. It is the Contractor's job.**

### **General Questions**

**Q10. During the spring, how will NNHS and NSHS be shared with boys and girls team play?**

**A10. Both high schools have first priority for court reservations. City tennis programs have second priority.**

**Q11. Will city provide any marketing in publications or online?**

**A11. City will post and put a link on its website, but contractor is responsible for any independent marketing and associated costs.**

**Q12. Payment: How does the percentage work each pay period, does the percentage come out of each check. How does the percentage amount get negotiated? How does the \$80K and percentage work together?**

**A12. The percentage amount is that set forth in a proposer's Price Proposal (TPM Percentage). Funds received from tennis program registrants are deposited using Sportsman or MyRec software into the City's cash management account with City Hall Systems. At the end of each program's season--spring, summer and fall—the selected proposer will submit an invoice in an amount equal to the gross funds received times the TPM Percentage. The percentage of funds retained by the City is called the City Percentage. At the end of the fall season, the proposer and the City will reconcile their accounts. If the annual aggregate TPM Percentage amount received is less than the annual minimum,<sup>2</sup> the TPM will pay the City the difference between the amount received and the annual minimum. If the annual aggregate TPM Percentage amount received is greater than the annual minimum, the City shall retain the full City Percentage.**

**Q13. Please explain the contract term; to purchase all court and instructional equipment that is needed and only have one year...how does that decision get made?**

**A13. Contract term is one year with two one-year extension options. Please refer to the Request For Proposals (RFP). Contractor is responsible for instructional equipment.**

**Q14. COVID: How would the contract be affected in the instance instructional programs are not allowed to be hosted?**

**A14. Depending what the current guidelines are, Contractor would need to work with PRC and Purchasing to amend the contract.**

**Q15. Who owns Newton Tennis website? Would there being any pushback to requesting to utilize our own website for all Newton program registrations?**

**A15. Newton Tennis website is owned by the current contractor. Contractor can develop its own.**

**Q16. Please explain how the court reservation process works; system, customer access and how staff will manage without a desk and computer?**

**A16. Attendant collects one-time user fees and or membership fees with paper registration or refers user to website. If paper registrations are used, they are entered manually by contractor designee.**

**Q17. Clear understanding of what limitations exist for court usage for clay courts, NNHS and NSHS**

**A17. The City has 56 tennis courts. Five (5) of these are clay courts, over which the Contractor has exclusive use. Of the remaining asphalt courts, 21 are at NNHS and NSHS, and their athletic departments have first priority for their use. The schools will notify the TPM which courts they are not using.**

**Q18. Clear understanding of what limitations exist for court usage for all other city facilities**

**A18. The TPM has first priority to all clay courts and school courts as noted, and to asphalt courts at all other locations provided, however, TPM shall not have the right to use any such location with 2 courts so public can use. Any such location with three or more courts needs to have at least one court available for public use.**

**Q19. Is the city of Newton responsible for the cleaning of all hard court facilities?**

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<sup>2</sup> The annual minimum is \$80,000 the first year of the contract, \$82,500 the second year and \$85,000 the third year. Gross revenue shall include private lesson income.

**A19. Contractor must leave all courts in the condition in which they were found, removing all equipment and trash when it leaves the location. The City will provide all basic maintenance.**

**Q20. Will the TPM have marketing access; city publications, recreation quarterly program brochures, access to fences for banners**

**A20. City will be happy to share on social media and webpage anything appropriate the Contractor may produce.**

**Q21. To integrate into the Sportsman platform, we are searching for solutions to maintain our current platform for a multitude of customer service capabilities such as the schedule makeup's, communicate weather modifications, enables staff to take attendance on their phone and many more service orientated capabilities. Will PRC have IT personnel to help our IT integrate the systems?**

**A21. The current contractor is using Sportsman and the City is using MyRec. Both systems are connected to City Hall Systems which contracted with the City to process all payments.**

**Q22. As the registration POS, can you provide all revenue from 3 previous seasons (revenue, participation and at what sites revenue was derived)?**

**A22. The final revenue for 2020 has not been submitted. In 2019 total revenue was \$378,875.00; 2018 total revenue as \$373,563.00 and 2017 total revenue was \$369,417.00. City only sees revenue and does not require breakdown in participation and or site.**

**Q23. As the registration POS, will you have all existing player database information to help the vendor get off on the right foot?**

**A23. No. Contractor owns this list. The City only has information on registrants through the deposits made at City Hall Systems.**

**Q24. Maintenance and condition of sheds on sites (NN and NS)**

**A24. There is a shed at the clay courts for contractors exclusive use. Sheds at NNHS and NSHS are for City use only.**

**Q25. Does city cover and provide any signage indicating that Newton has contracted the sole lesson provider so negative interactions can be avoided with community players?**

**A25. The City is working on a plan for signage.**

**Q26. Can SportsMan generate weekly invoicing that is requested by city for payment to management firm?**

**A26. Invoicing will have to be done at the close of each session. That way any refunds and make ups will be processed before payment.**

**Q27. working on the tennis court management services RFP and wanted to know the gross revenue for years 2018,2019 and 2020. 2020 will probably be less due to COVID?**

**A27. See response in Question 22.**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR  
BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD  
RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.



Nicholas Read  
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NOVEMBER 16, 2020

**ADDENDUM #2**  
REQUEST FOR PROPOSAL #21-22

<b>TENNIS COURT MANAGEMENT SERVICES</b>
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THIS ADDENDUM IS TO: **CHANGE THE REQUEST FOR PROPOSAL SUBMISSION DATE.**

**THE REQUEST FOR PROPSAL SUBMISSION DATE AND TIME ARE HEREBY CHANGED TO THURSDAY, DECEMBER 3, 2020 AT 10:30 AM**

**THE DEADLINE FOR QUESTIONS WILL BE EXTENDED UNTIL FRIDAY, NOVEMBER 27, 2020 AT 12 NOON.**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.



Nicholas Read  
*Chief Procurement Officer*