

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PARKS & RECREATION

**REQUEST FOR PROPOSAL:
SPORTS CLINIC MANAGEMENT SERVICES
*RFP #22-43***

Proposal Opening Date: February 24, 2022 at 11:00 a.m.

FEBRUARY 2022

Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS #22-43

The City of Newton (City) invites sealed proposals pursuant to M.G.L. c. 30B, §6 from vendors for:

SPORTS CLINIC MANAGEMENT SERVICES

Proposals will be received until: **11:00 a.m., Thursday, February 24, 2022***
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459.
Immediately following the deadline for proposals a list will be created of all proposers names received and will be posted to the City's website: www.newtonma.gov/bids

***To promote the health and safety of City workers and the public, Newton City Hall is still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. You may drop off proposals in Room 108. However, proposals not received in Room 108 by mail or courier may, if you choose, be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**
- 2. A list of proposers submitting proposals will be scanned and posted as soon as practicable after the opening.**

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., February 10, 2022.**

There will be no charge for contract documents.

Award will be made to the most advantageous proposer for services.

The term of the contract **shall extend for one year from the date of execution** and renewable for a term of two (2) additional one-year terms.

All proposals are subject to the provisions of M.G.L. c.30B.

All proposals shall be submitted as follows: **(i) one (1) original, four (4) paper copies of the Technical Proposal and (ii) one (1) ORIGINAL COPY of the Price Proposal.**

All City bids are available on the City's web site at www.newtonma.gov/bids . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance.

If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive style with a prominent initial "N".

Nicholas Read
Chief Procurement Officer
February 10, 2022

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL #22-43

SPORTS CLINIC MANAGEMENT SERVICES

The City of Newton is seeking proposals for a vendor to manage sports clinics to be offered through its Parks and Recreation Department. In order to be considered, proposers must submit a plan describing how these services are to be provided (“Plan”). The Plan shall provide for at least 5-6 activities per week, 4 times per day, and for lesson plans for camps and teaching plans for sports specific camps. Additional requirements are set forth in this Request for Proposals.

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for a Sports Clinic Management Services for the City of Newton Parks, Recreation & Culture Department (PRC), comparative judgments relating to proposers’ background, experience and professional history, in addition to price, will be necessary. The City will therefore select from the proposals received the most advantageous proposal in accordance with M.G.L. c. 30B, §6.

It is essential that the City retain the services of a management firm with the appropriate background to operate the Sports Camps so that the children of Newton ages 6-14 will be provided facilities that are professionally managed and expertly maintained. Proposals shall consist of (i) a Technical Proposal which is fully responsive to the Request For Proposals (RFP) with the exception of the proposer’s price and (ii) a Price Proposal. The City’s evaluation committee shall review, evaluate and rate each proposer’s Technical Proposal. After the review and when the evaluators’ written evaluations are complete, the City will open Price Proposals. It is the policy of the City to continually improve the quality of sports clinic being offered at an affordable price to its patrons. Therefore, in order to achieve this policy, the City will award a contract, if at all, to the proposer the City determines most advantageous. The City is looking for proposals that will allow the operator to continually meet these goals and improve the quality of these camps being offered to the City residents. The RFP process will enable the City to provide higher ratings to management firms whose experience in operating these sports camps have more than the minimally adequate number of years of experience in such services.

The proposal offering to pay the highest percentage of gross revenues may not necessarily be the most advantageous proposal with respect to the above qualities.

II. PURPOSE

The City of Newton, (hereinafter, “The City”) through its PRC is soliciting the services of interested and qualified sports clinicians to offer sports activity camps to the residents of the City. The services to be provided include the following: manage, maintain, and operate the sports activity camps in accordance with a formal management agreement, provide all necessary sports related equipment and supervision, maintain facilities in as clean or cleaner condition as found.

III. SCHEDULE

Key Dates for This Proposal:

RFP Released:	Thursday, February 10, 2022 at 10:00 a.m.
Questions Deadline:	Friday, February 18, 2022 at 12:00 p.m., noon
Proposal Submittal Date:	Thursday, February 24, 2022 at 11:00 a.m.

Evaluations Completed: TBD

Contract Award: TBD

It is anticipated that services will begin as soon as practicable after a winning contractor (“Contractor”) has been selected..

IV. Scope of Clinic Operations:

Hours and Days of Operation: The hours of operation of the Sports Clinic shall be 9:00 AM to 3:00 PM Monday through Friday, excluding holidays which will carry a reduced fee.

Extended Day: The Contractor shall plan for extended day operations until 5PM for all Summer Clinics. The City will provide the facility for this service to its constituency; the Contractor is responsible for all staffing requirements. The City shall receive no compensation for the extended day service. There is also no expectation for extended day during the public school vacation week clinics or during the week the clinic is displaced from Pellegrini Park due to the carnival being in town.

Maintenance: The Contractor will accept all properties, facilities, and equipment “as is” in their presently existing condition. Contractor shall, at its own expense, maintain the grounds, gym and any other rooms used in the Pellegrini Playground in a neat and orderly fashion so users following the clinic can use facility without interruption for cleaning. If not maintained in neat and orderly fashion, the City may add custodial services and grounds maintenance services to a charge against the clinic. Contractor will be solely responsible for damages other than normal wear and tear caused by participants of the camps to City facilities.

Inspections: The Contractor will make all arrangements for Newton Public Health Department inspections for all summer camp activities and be licensed by the City to perform services. In addition, the winning proposer shall contact the Newton Fire Department and Inspectional Services for the inspection to the facility prior to camp beginning operations

Minimum Staffing: Any individual who is employed by the Contractor must qualify and serve as the on-site manager of the Newton Sports/Specialty Camps. Such individual must have full authority to act for and bind the Contractor in all respects with regard to the operation of the Newton Sports/Specialty Camps. A ratio of 1 professional staff per 10 participants is the minimum staffing levels acceptable with this clinic opportunity.

C.O.R.I. Check: The City of Newton requires all Contractor staff, whether paid or volunteer, to be C.O.R.I. checked at no cost to the City of Newton.

First Aid and C.P.R.: The City of Newton requires all Contractor staff not currently certified in First Aid Procedures or Cardio Pulmonary Resuscitation Procedures to become certified before commencement of the Contract.

The site (s) available for sports camps are Pellegrini Park and associated fields and facilities, including Emerson Community Center.

Sample: Clinic facilities ages and dates of operation for the 2022 camps are as follows, it is scheduled to follow the same timeframe in subsequent years advancing or backing up dates as needed to accommodate the calendar changes:

	Clinic	Dates	Ages	Sites available
a.	All Sport	February 22-25	ages 7-12	Pellegrini
b.	All Sport	April 19-22	ages 7-12	Pellegrini

c.	All Sport	June 27-July 1	ages 7-12	Pellegrini
d.	4 Sports	July 5 – 8	ages 7-12	Pellegrini
e.	Soccer boys & girls	July 11 -July 15	ages 7-14	Pellegrini
f.	Flag Football	July 18-July 22	ages 7-14	Emerson
g.	All Sport	July 25-July 29	ages 7-12	Emerson
h.	All Sport	August 1 - 5	ages 7-12	Pellegrini
i.	Basketball	August 8 - 12	ages 7-14	Pellegrini
j.	Dodgeball & Sports	August 15 - 19	ages 7-12	Pellegrini
k.	All Sport	August 22 – 26	ages 7-12	Pellegrini
l.	All Sport	Dec 27-Dec 30	ages 7-12	Pellegrini

**There must be a minimum of 12 participants paid registrations each week to hold a clinic. Minimum registration numbers must be met one week prior to the start of a clinic or the Parks and Recreation Department reserves the right to cancel the clinic that week. Contract extensions will be generally around the same date periods listed above based on the new calendar year for each extension period.

V. INSTRUCTIONS TO PROPOSERS

1. Issuing Office. This RFP is issued for the City of Newton, acting on behalf of the PRC.

Inquiries involving procedural or technical matters should be directed to:

City of Newton
Purchasing Department
1000 Commonwealth Avenue
Newton Centre, MA 02459

or

By email: purchasing@newtonma.gov

or

By facsimile at (617) 796-1227

2. Submission of Proposals. All proposals must be submitted in accordance with Massachusetts General Laws c.30B, §6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, **no later than February 24, 2022 at 11:00 a.m.. Faxed proposals will not be accepted.**

Proposals shall be in two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except the fee the proposer will charge for its services hereunder and (ii) a Price Proposal, which shall consist solely of the proposed fee. Proposers shall submit four (4) copies each of the Technical Proposal and one (1) copy of the Price Proposal. Please ensure that the Technical and Price Proposals are submitted in separate sealed envelopes. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

Envelopes shall be marked:

1. “TECHNICAL PROPOSAL - RFP #22-43 SPORTS CLINIC MANAGEMENT SERVICES”

Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the page number providing documentation that demonstrates they have met each of the criteria listed.

2. “PRICE PROPOSAL – RFP #22-43 SPORTS CLINIC MANAGEMENT SERVICES”

RFP Documents will be available for pickup at the Purchasing Department or online at the City’s website: www.newtonma.gov/bids after: **10:00 a.m., February 10, 2022**. There will be no charge for RFP documents.

Proposal Acceptance and Rejection. The City will give notice of the acceptance of the proposal to the successful proposer by emailing a contract to the proposer to the email provided in its Technical Proposal. The successful proposer shall deliver a contract for the sports clinic management services, duly signed and properly executed, within ten (10) calendar days of receipt of the contract. If the successful proposer fails to execute the contract within such time period, the City may accept another proposal. The failure of any proposer to examine the agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

The City reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

3. **Price Proposal.** The Contractor’s compensation shall be derived solely from fees paid by sports clinic campers, and the City shall have no independent liability to the Contractor pursuant to this RFP. However, the fee charged is not to exceed \$275.00 per camper for general sports camps or \$300.00 for specialty sports camps. There will be an additional \$15.00 per participant nonresident charge; this is the only additional fee allowed as part of the calculation of a camper’s weekly fee. The Price Proposals will be compared on the basis of the percentage of fees collected the Contract will pay to the City, with the highest percentage being deemed most advantageous. The amount to be paid to the City shall consist of a minimum amount of \$70.00 per camper per camp or a percentage of all weekly gross revenues from the operation of the sports camps, whichever is greater. There is a minimum of 12 participant registration per session for the clinic to run. Minimum registration numbers must be met 1 week prior to the camp’s operation or the City reserves the right to cancel that week’s camp. The Contractor at its expense will arrange for an extended day option until 5:00 PM during the summer camp programs only. The fee for this is not to exceed \$60/camper per week.
The city shall not calculate extended day into its fees charged to the Contractor, the extended day fee shall be solely the Contractor’s and not part of the payment calculations.
4. **Technical Proposal.** The Technical Proposal shall consist of documentation that the proposer satisfies the Minimum Criteria set forth in Section VI of this RFP, the proposer’s response to the Comparative Criteria set forth in Section VII, and all other information requested in this RFP other than price.
5. **Acceptance of Proposal Content.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
6. **Proposal Expenses.** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.

7. **Proposer Review of Existing Operation.** Any questions as to the RFP or the current operation of the Newton Sports Camps must be received by **February 18, 2022 by 12:00 p.m.** and addressed to:

City of Newton
Purchasing Department
1000 Commonwealth Avenue
Newton Centre, MA 02459
By email: purchasing@newtonma.gov

or

By facsimile at (617) 796-1227

9. **Contract and Term.** The term of the contract shall extend from day of contract execution through December 31, 2022. There will be two one-year renewal options available through December 31, 2024 at the sole discretion and approval by the City, with no change in the contract terms and conditions and price.

10. **Method of Payment.** All funds collected shall be deposited into the PRC Revolving Accounts and the Contractor will submit invoices on a weekly basis for payment due for services rendered. From such funds the City shall retain a minimum of \$60.00 per participant registered or whatever percentage is on the winning bid whichever is greater. Minimum of 10 participants will be needed to hold any sports clinic. If the minimum numbers of participants are not met one week prior to the start of any clinic, the City will cancel the camp for that week.

11. **Insurance Requirements.** During the term of any agreement, management firm shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

- A. **Commercial General Liability** insurance with not less than the following limits:

General aggregate	\$5,000,000
Products - completed operation aggregate	\$2,000,000
Personal and advertising - injury	\$2,000,000
Each occurrence	\$1,000,000
Fire damage	\$100,000
Medical expense	\$5,000

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 per occurrence \$500,000 aggregate

Coverage provided under the commercial general liability policy shall apply exclusively to the operations provided under the Newton Sports Clinic Management Agreement to be entered into by the successful proposer.

- B. Workers compensation insurance shall be required under the Laws of the Commonwealth of Massachusetts.

The City of Newton shall be named as additional insured on all policies obtained by the management firm.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts.

- 12. Utilities.** All gym rental fees, which are or may be required to operate the sports camps, will be borne by the fees collected prior to disbursement in accordance with this agreement.
- 13. Camp Fees and Charges.** Fees are not to exceed \$275.00 per camper for general sports camps or \$300.00 for specialty sports camps. A \$15.00 per participant nonresident fee will charge, this is the only additional fee allowed in the calculation of payment to the city. The successful contractor will determine his costs for extended day services to the campers registered. The City shall not charge any fee to the contractor for the extended day service the entire amount not to exceed \$60/week per participant will be paid to the contractor as part of his contract and shall not calculate into the Minimum guarantee to the city of \$70.00/participant per week or a percentage of the gross whichever is the greater of the two. The amount to be paid to the City shall consist of a minimum amount of \$70.00 per camper per camp or a percentage of all weekly gross revenues from the operation of the sports camps, whichever is greater. All clinic fees are subject to the approval of the Commissioner of Parks and Recreation or his designee.
- 14. Records and Audits.** The Contractor shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated by the sports camps, which method is subject to review by the City. The Contractor shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City and shall permit inspection of said books and records by the City as often as deemed necessary in the opinion of the City in form submitted by the City. The Contractor shall submit at the end of each year a certified, audited annual report, or as required by the City, a profit and loss statement of operations under the Terms of the contractual agreement, in a form considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City.
- 15. Force Majeure.** Neither the City nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
- 16. Termination.** Contractor shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
- 17. Non-discrimination/Equal Opportunity.** Contractor shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City of Newton facilities.
- 18. Assignment.** Contractor shall not assign or subcontract any portion of the operation without prior written approval from the City.
- 19. Independent Contractor.** Contractor and its employees will operate as an independent contractor and are not considered to be City of Newton employees.

VI. TECHNICAL PROPOSAL - MINIMUM CRITERIA

Any proposer submitting a proposal must satisfy the following minimum criteria in order for its proposal to be considered:

1. The Company must be a Massachusetts company/corporation (e.g., a ‘C’ corporation, LLC entity) with owners who have been in place for at least five (5) years
2. The Company must be in operation/running equivalent programs year-round for at least five (5) years.
3. The Company must have been camp-certified in five (5) or more municipalities or municipality-sponsored programs within the past year
4. The Company must list five (5) favorable municipal Board of Health references and show they have run five (5) camps within the past calendar year meeting 105 CMR 430.000 standards.

VII. TECHNICAL PROPOSAL - COMPARATIVE CRITERIA

Proposals from proposers which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

Proposals shall be evaluated based on the following criteria:

1. Management firm's activity plan (menu of proposed program activities and facility requirements)

Highly Advantageous - A Plan which sets forth a detailed menu (minimum of 6 activity choices per day) of athletic sports opportunities provided to the participants in the sports camps on a daily basis and provides Outlines for 5 day Football (COED), Basketball (boys and girls) and Soccer camps (COED)

Advantageous - A Plan which sets detailed list (less than 6 activity choices daily) of athletic sports opportunities provided to the participants in the sports camps. Advantageous will provide a variety of sports activities for the week and participants will have no selection of activities each day

Unacceptable - No Plan; a Plan which involves cost to the City; or a Plan which sets forth incentives which are tentative or which are not in keeping with the character of the sports camps as a program opportunity.

2. The ability of management firm to manage, maintain and operate public sports camps.

Highly Advantageous - Contractor has proven to have more than three (3) years successful experience providing multiple sports camps in a public recreation setting and shall list 3 towns/organizations for each type of camp they have run over those three years. (i.e., all sports camps 1. Town A, Town B, Town C. Soccer Camp 1. Town A, Town B. Town C.)

Advantageous - Contractor has proven to have one to three (3) years successful experience providing sports camps in a public recreation setting and the on-site supervisor has a minimum of 1 year experience in public recreation as a leader of sports activities or elementary school physical education instructor

Unacceptable - No experience in the management, maintenance or operation of public or private sports camps.

3. **Contractor's plan to provide additional incentives to increase the amount of participation by Newton residents and to increase community spirit and public awareness of the sports camps as a program opportunity.**

Highly Advantageous - A Plan which sets forth at least three (3) specific incentives which will be offered by the Contractor. The incentives should have either a proven effect or be reasonably calculated to achieve their goals and should be in keeping with the character of the sports camps as a program opportunity. Such plan would involve no cost to the City. (Scholarships, program equipment, tee shirts, balls, and discounts for early registration are all acceptable).

Advantageous - A Plan which sets forth less than three (3) specific incentives (Scholarships, program equipment, tee shirts, balls, discounts for early registration are all acceptable), sets forth incentives which are tentative and not in keeping with the character of the sports camps as a community resource.

Unacceptable - No Plan; a plan which involves cost to the City; a Plan which sets forth incentives which are tentative or which are not in keeping with the character of the sports camps as a program opportunity.

4. **Contractor 's ability to advertise the program and develop interest in the program through Mass Mailing, web page, brochures and Q/A section on Company Web site. In addition the Company will show a screen shot of the “Newton” web page associated with the company main site.**

Highly Advantageous - A Plan which sets forth at least three (3) specific methods for program promotion which include a main web site for the company that also includes a separate page for each community they have previously worked with or are currently working with, listing the types of camps run in that community (i.e. Community A - Basketball, Football, Soccer, Lacrosse and General Sports Camps, Community B - 8 weeks of General Sports Camps), etc.)

Advantageous - A Plan which sets forth less than three (3) specific methods for program promotion which include a web site for the company and only a separate page for Newton.

Unacceptable - No Plan; a Plan which involves cost to the City; or no current web page for the company showing other communities they are working with.

VIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the responsive and responsible proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposer which submits a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

Proposers may be investigated by the City, through the PRC to determine if they are qualified to perform the contract for the management and maintenance of the Newton Sports Camps. The investigation will seek to determine whether the proposer is authorized to do business in the City of Newton, possesses comparable previous experience and whether the proposer's financial resources are adequate to assure the City of Newton that the contract will be completed in accordance with the terms thereof.

In evaluating Proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract.

IX. PROPOSAL SUBMISSION REQUIREMENTS

1. **Price Proposal.** Contractor's fee (percentage of gross income) to be paid to the City shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the proposer.
2. **Technical Proposal.** Management firm's technical proposal shall be signed by a duly authorized representative of the proposer and submitted under the **Attachment B cover sheet** and shall include narrative descriptions for Comparative Criteria contained in Section VII, as well as all other information requested in this RFP other than price. Each narrative description shall be typewritten on a separate page with the item number and category at the top and the name of the proposer at the bottom.
3. **Addenda.** Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the Request for Proposal from the internet, in order to be sure that you receive all addenda you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#22-43) you would like to be recorded as taking out. It is the contractor's sole responsibility to ensure that they have received all addenda's prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the Request for Proposals where Contract Documents are on file in addition to the City's website www.newtonma.gov/bids.

Attachment A

Newton Sports Clinics Price Bid Proposal

This form must be completed and placed in a separate sealed envelope marked

“RFP #22-43 SPORTS CLINIC – PRICE PROPOSAL”

Price Proposal - Newton Sports Camps

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Site _____

Dates of Operation _____

Above Proposer will pay to the City of Newton, _____% (_____ Percent) of the gross revenue from the operation of the sports camps. In the event that the percentage as bid is less than \$2,500 weekly, the proposer agrees to pay no less than \$25.00 per participant weekly.

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

Attachment B

Newton Sports Clinics

Technical Proposal

This form and accompanying materials must be completed and placed in a separate sealed envelope marked
“RFP #22-43 – SPORTS CLINIC – TECHNICAL PROPOSAL”

This proposal includes addenda number(s) _____, _____, _____, _____,

Name of Proposer: _____

Address: _____

Telephone: _____

Signature of Duly Authorized Representative of Proposer:

Signature: _____

Name: _____
(Please print clearly)

Title: _____

Dated: _____

**RFP #22-43 – SPORTS CLINIC MANAGEMENT SERVICES –
TECHNICAL PROPOSAL”**

[Proposer’s Management Plan]

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

This form and all accompanying materials must be completed and placed in a **separate** sealed envelope marked **“RFP #22-43 – SPORTS CLINIC MANAGEMENT SERVICES – TECHNICAL PROPOSAL”**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? YES ____ NO

* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

____ YES ____ NO

IF YES, WHERE AND WHY?

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO

IF YES, PROVIDE DETAILS.

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY

PROJECT NAME: _____

OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

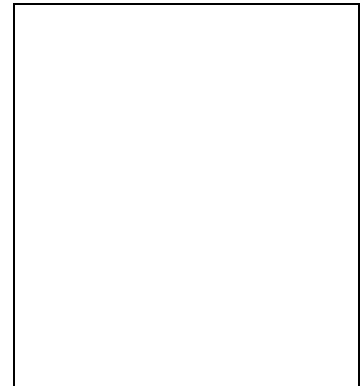
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

Date

Vendor

PURCHASING DEPARTMENT
NICHOLAS READ *CHIEF PROCUREMENT OFFICER*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Re: Debarment Letter for Invitation For Bid #22-43

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

III. Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ (Name)

_____ (Company)

_____ (Address)

_____ (Address)

PHONE _____ FAX _____

EMAIL _____

_____ Signature

_____ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Business Category Information Form*

**IFB No. 22-43
Sports Clinic Management Services**

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

By: _____

Date:

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

**CITY – CONTRACTOR AGREEMENT
FOR
SPORTS CLINIC MANAGEMENT SERVICES**

This Agreement is entered into by and between _____, (hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Commissioner of Parks and Recreation but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of SPORTS CLINIC MANAGEMENT with respect to its Sports Camps; and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton's Request for Proposal No. #22-43, dated _____, 2022, issued by Nicholas Read, Chief Procurement Officer (hereinafter "Request for Proposals");

--Technical and Price Proposal of _____, each dated _____, 2022 and signed by _____, (hereinafter, "Contractor's Proposal");

2. Scope of Work

The Contractor shall perform the tasks outlined in the Request for Proposal, "Scope of Services". The Commissioner of the Parks and Recreation Department shall designate a contact person from his/her staff to work with the Contractor. The Contractor shall have the use of the Pellegrini Park and its facilities.

3. Term of Agreement

The term of the contract shall extend from day of contract execution through December 31, 2022. There will be two one-year renewal options available through December 31, 2024 at the sole discretion and approval by the City, with no change in the contract terms and conditions and price.

4. Payment Procedures

Management firm shall be required to remit all registrations to the City of Newton Parks and Recreation Department for deposit into the City's revolving accounts. The Management Firm will then submit weekly invoices to the Parks and Recreation Department for payment due the company for services related to this proposal.

5. Reporting Procedures

Prior to instituting any lessons or other programs or events associated with the Sports Camps, the contractor is required to receive approval from the Commissioner of Parks & Recreation or her designee.

All fee structures associated with the Sports Camps are to be approved by the Commissioner of Parks & Recreation or his designee prior to implementation.

6. Indemnification

The Contractor acknowledges and agrees that he is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of her employees and agents hereunder and agrees that she will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

7. Insurance

The Contractor will provide the City with one or more certificates of insurance certifying the coverages set forth below. Policies must name the City as an additional insured and the certificate must reflect this status.

During the term of any agreement, management firm shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

Commercial General Liability insurance with not less than the following limits:

General aggregate	\$5,000,000
Products - completed operation aggregate	\$2,000,000
Personal and advertising - injury	\$2,000,000
Each occurrence	\$1,000,000
Fire damage	\$100,000
Medical expense	\$5,000

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 per occurrence \$500,000 aggregate

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. Non-assignability

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

10. Entire Agreement

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

IN WITNESS WHEREOF, the parties have set their hands and seals to this and two like originals.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Chief Procurement Officer

Print Name _____

Date _____

Title _____

Date _____

By _____

Commissioner of Parks, Recreation & Culture

Affix Corporate Seal Here

Date _____

Monies are obligated by this agreement
are available in account number
5175J602-512001

Approved as to Legal Form and Character

I further certify that the Mayor, or her designee
is authorized to execute contracts and
approve change orders.

By _____

Associate City Solicitor

By _____

Comptroller of Accounts

Date _____

CONTRACT APPROVED

Date _____

By _____

Mayor or her designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

- 1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
- 2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
- 3. is the duly elected _____
(insert the title of the officer in line 2)
- 4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **Proposal.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

- 5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute proposals in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

- 6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
- 7. Name: _____
(Please print or type name in line 6)*
- 8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **proposal.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.