

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PARKS, RECREATION & CULTURE***

***REQUEST FOR PROPOSALS:***

**TENNIS COURT MANAGEMENT & PROGRAM SERVICES**

***REQUEST FOR PROPOSALS #23-46***

**Proposal Submittal Date: December 1, 2022 11:00 a.m.**

**Pre-Bid Meeting: November 17, 2022 11:00 a.m.**

**November 2022**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL #23-46**

This City of Newton Request For Proposals (RFP) invites sealed proposals from proposers for:

**TENNIS COURT MANAGEMENT & PROGRAM SERVICES**

Proposals will be received until: **11:00 a.m., Thursday, December 1, 2022**  
**Pre-Bid Meeting:** **11:00 a.m., Thursday, November 17, 2022, Newton Centre Clay Courts, 69 Tyler Terrace, Newton, MA (MANDATORY)**

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Proposers shall submit two separate sealed proposals, (i) one containing everything responsive to this RFP except for the proposer's price (Technical Proposal) and (ii) a Price Proposal. Immediately following the deadline for proposals, all Technical Proposals received within the time specified will be privately opened and the City shall post a notice listing all proposers submitting proposals.

Contract Documents will be available on line at [www.newtonma.gov/bids](http://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., November 10, 2022.**

There will be no charge for contract documents. Bid surety is not required with this proposal.

The successful bidder will be required to furnish a **Performance Bond in the amount of \$2,000.**

Award will be made to the most qualified responsible and responsive proposer for services based on a criteria outlined within the project manual.

**The term of the awarded contract shall extend from the date of contract execution through to December 31, 2023 and may be renewed by the City for two (2) additional one (1) year terms.**

The evaluation of Price Proposals is based on the amount of money the proposer agrees to pay **to the City**. The selected proposer will pay a stated minimum amount annually to the City and may pay more if its revenues are sufficiently high. **The City has no obligation whatsoever to make any payment to the selected proposer.**

All proposals are subject to the provisions of M.G.L. c.30B, §6.

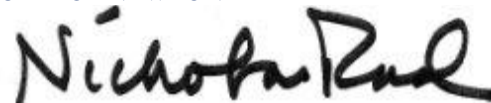
All proposals shall be submitted as **one (1) ORIGINAL and three (3) COPIES of Technical Proposal and one (1) COPY of Price Proposal**. All City proposals are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these proposals to ensure they have received any and all addenda prior to the proposal opening.

Addenda will be available online within the original proposal document as well as a separate file. If you download proposals 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](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND REQUEST FOR PROPOSAL NUMBER.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all proposals, or to reject any or all proposals (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 person(s) 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](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Services, please dial 711.

CITY OF NEWTON



Nicholas Read  
*Chief Procurement Officer*  
November 10, 2022

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSALS #23-46**

**TENNIS COURT MANAGEMENT & PROGRAM SERVICES**

**I. DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for a **Tennis Court Maintenance & Management Firm** to provide clay court maintenance at the Newton Centre courts and operate a lesson program City wide for residents for the City of Newton. Accordingly, the comparative judgments of technical factors that can be evaluated in a Request For Proposals (RFP), in addition to price, will be necessary.

The selected contractor will work under the supervision of the City's Department of Parks, Recreation & Culture (PRC). It is essential that the PRC retain the services of a management firm with the appropriate background to operate the Newton Centre Tennis Courts and city wide tennis lesson program so that the residents of Newton will be assured they will be provided a tennis facility and program that is professionally managed and expertly maintained. The City's evaluation committee shall review, evaluate and rate each Tennis Program Manager's (TPM's) technical information on clay court management and tennis lesson information. After this rating has been reviewed and accepted, the City will open Price Proposals. It is the policy of the City to continually improve the quality of tennis being offered at an affordable price to its residents. Therefore, in order to achieve this policy, the City will award a contract, if at all, to the TPM the City determines most advantageous. The City is looking for proposals that will allow the TPM to continually meet these goals and improve the quality of tennis being offered. The RFP process will enable the City to provide higher ratings to TPMs whose experience in public and operation and whose key personnel have more than the minimally adequate number of years of experience in the operation of public.

The proposal offering to pay the highest guaranteed minimum payment may not necessarily be the most advantageous proposal with respect to the above qualities.

**II. PURPOSE**

The City, through its PRC, is soliciting the services of interested and qualified TPMs to manage all aspects of a tennis lesson program for the city using courts at various locations City-wide. The services to be provided include but are not limited to the following: advertising, registration, maintaining web site for purposes of information on class cancellation or up to date registration information in class availability, accounting of receipts and deposits consistent with department and city accounting procedures through the use of the PRC MyRec registration software. City Hall Systems is the online vendor under contract with the City to handle its payments processing.

**III. SCHEDULE**

Key Dates for this RFP:

RFP Released:	10:00 a.m. Thursday, November 10, 2022
Pre-bid Meeting (MANDATORY):	11:00 a.m. Thursday, November 17, 2022, Newton Centre Clay Courts
Deadline for Questions:	12:00 noon Friday, November 25, 2022
Responses to Questions from City:	On or before 5:00 p.m. Monday, November 28, 2022
Proposal Submissions Due:	11:00 Thursday, December 1, 2022
Interviews w/ PRC Commissioner & Staff:	TBD

**IV. BACKGROUND**

The clay tennis courts are located on the grounds of the Newton Centre Playground located on Tyler Terrace in Newton Centre. There are five courts with Har-Tru surfacing entirely enclosed by a fence. There is a bang board court outside of the fence at the eastern end of the courts. To the rear of the eastern end of the courts, outside of the fence there is a shed that can be utilized for storage. The courts have an automatic irrigation system that was installed in 1999. Tennis courts City wide are also available for instructional purposes. Hours available for use of the unreserved courts are currently from 9:00 a.m. until dusk. Hours available for use of the unreserved courts with lights are currently from 9:00 a.m. to 9:30 p.m.

All the hours are predicated on public use and subject to change at the discretion of the PRC Commissioner.

## **V. CURRENT SITUATION**

PRC owns and administers the tennis courts. The clay courts have been managed and maintained by a private contractor since the 2009 season. "City Wide Lesson" programs have also been provided by private contractors for over 25 years. Lessons may be given by the TPM on the clay courts but the schedule must be cleared in advance by the PRC to ensure that members have adequate access to the courts for play.

## **VI. INSTRUCTIONS TO TENNIS MANAGEMENT FIRMS**

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, no later than **11:00 a.m., December 1, 2022.**

**FAXED PROPOSALS WILL NOT BE ACCEPTED.**

- B. **SUBMISSION OF PROPOSAL**

**One original and three (3) paper copies** and **one (1) digital copy** of the TECHNICAL PROPOSAL and **one original (no copies)** of the PRICE PROPOSAL must be submitted in **separate sealed envelopes**, plainly marked as follows:

**"TECHNICAL PROPOSAL - RFP #23-46 TENNIS COURT MANAGEMENT & PROGRAM SERVICES**

and

**"PRICE PROPOSAL - RFP #23-46 TENNIS COURT MANAGEMENT & PROGRAM SERVICES**

along with your company's name on both envelopes.

**IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL MAY BE DISQUALIFIED.**

- C. **QUESTIONS:** Inquiries involving procedural or technical matters should be directed in writing, no later than 12:00 noon on November 25, 2022 to:

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or facsimile (617) 796-1227  
Purchasing Department, Room 108  
City of Newton  
1000 Commonwealth Avenue  
Newton, MA 02459

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded this RFP from the internet, you must make your company known to the City Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#23-46) so you can be listed as a potential proposer on the City Bid List. It is the TPM's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the RFP where Contract Documents are on file in addition to the City's website at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).

**All proposers must acknowledge all Addenda in both the TECHNICAL and PRICE proposals. Technical Proposals must acknowledge addenda on the first/transmittal page. Price Proposals shall have a line for proposers to acknowledge each addendum.**

- D. **EXAMINATION OF DOCUMENTS:** Each TPM must satisfy itself, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal.

The TPM shall be familiar with all RFP documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

**E. PROPOSAL ACCEPTANCE AND REJECTION.** The City will give notice of the acceptance of the proposal to the successful TPM by emailing a contract (Agreement) to the TPM's email address stated in the proposal. The successful TPM shall deliver the Agreement, duly signed and properly executed, with all required documentation within ten (10) calendar days of receipt of the notice of acceptance. If the successful TPM fails to execute the Agreement within such time period, the City may accept another proposal. The failure of any TPM 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 TPM 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. Each foreign TPM shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and may be rejected.

**F. PRICE PROPOSAL.** The amount to be paid **to the City** by the TPM under this RFP shall be the greater of an annual guaranteed minimum payment ("GMP") or twenty percent (20%) of all annual gross revenues from the operation of the tennis courts and tennis lessons. TPMs shall use **Attachment A** (Price Proposal) to this RFP in submitting the Price Proposal with the GMP. **Price Proposals with an annual GMP under \$90,000 will be rejected.**

**G. TECHNICAL PROPOSAL.** The Technical Proposal shall consist of documentation showing that the TPM satisfies the Minimum Criteria set forth in Section VIII of this RFP together with the TPM's responses to the Comparative Criteria set forth herein. The Technical Proposal shall be submitted the Technical Proposal Cover Sheet and attached documents (**Attachment B**).

**H. ACCEPTANCE OF PROPOSAL CONTENT.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.

**I. PROPOSAL EXPENSES.** Expenses for developing the proposals are entirely the responsibility of the TPM and shall not be chargeable in any manner to the PRC or the City.

**J. CONTRACT AND TERM.** After selection of the most advantageous proposal, the successful TPM and the City shall execute the Agreement containing the terms of this RFP and the successful TPM's proposals, together with any changes to the service plan negotiated by the parties. The Agreement shall not take effect until signed by both parties and approved by the City Mayor. **The term of the Agreement shall extend from day of contract execution through December 31, 2023. There will be two (2) one-year renewal options, on the same terms as the initial terms (except as noted) available through December 31, 2025, at the sole discretion and approval by the City.** The provisions of the Agreement, except as expressly modified by the provisions of this RFP shall also be included in the Agreement to be executed by the TPM and the City.

**K. METHOD OF PAYMENT.** All monies collected by the TPM shall be deposited into a City account. The TPM will submit invoices within 15 days of the end of each session, Spring, Summer and Fall and the City shall remit to the TPM its portion of such monies; the monies will be invoiced in a 50/50 split of the revenue received. At the end of each year of the agreement, the TPM shall remit any additional GPM due as governed by the agreement.

**L. INSURANCE REQUIREMENTS.** The TPM will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the TPM. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

**M. UTILITIES.** All utility expenses such as water, sewer, electricity, etc., which are or may be required to operate the tennis courts, will be borne by the City.

**N. MATERIALS AND SUPPLIES.** The TPM is required to supply all materials necessary to maintain the clay tennis courts, tennis lessons etc. including one portable ADA accessible toilet.

**O. CLAY TENNIS COURT FEES AND CHARGES.** Permit fees and daily fees must be approved by the PRC Commission (Commission). The present fee schedule is attached hereto **Attachment C (Newton Centre Clay Tennis Courts Rules & Regulations)**. The TPM must present its fee proposal to the Commission prior to March 30, 2023 for the first year of this contract (and prior to March 15 of each subsequent year) of the agreement for the forthcoming season. The Commission shall review and approve all fees for the forthcoming season prior to May 1 for each year of the contract.

**P. BOOKS AND RECORDS-** The TPM shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounting that is compliant with the PRC's collection of fees policies. This accounting shall be kept in a program equivalent that has the capability to interface City Hall Systems for processing credit card payments City Hall Systems (The contracted vendor by the City's Accounting and Treasury Departments for credit card processing). PRC staff will have access to the system for the purpose of processing daily reports, schedules, and participant info.

**Q. PERFORMANCE BOND.** The TPM will, at or before the execution of the resulting agreement, furnish to the City **an acceptable corporate surety performance bond in the amount of Two Thousand Dollars (\$2,000.00)**, or equivalent security, as security for faithful performance and non-negligent performance of the agreement. The bond shall be in force at all times during the term of the management agreement.

**R. FORCE MAJEURE.** Neither the City nor the TPM 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.

**S. TERMINATION** the TPM 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.

**T. NON-DISCRIMINATION/EQUAL OPPORTUNITY.** The TPM 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 facilities.

**U. ASSIGNMENT.** The TPM shall not assign or subcontract any portion of the operation without prior written approval from the City.

**V. INDEPENDENT CONTRACTOR.** The TPM and its employees will operate as an independent contractor and are not considered to be City of Newton employees. All members of the management firm must be CORI-ed.

**W. NOISE ORDINANCE.** The City has a noise ordinance in effect that restricts the TPM from running motorized equipment before the hours of 7:00 a.m. weekdays and 9:00 a.m. on weekends and holidays and after dusk any day of the week.

## **VII. SCOPE OF SERVICES**

### **A. Clay Tennis Court Management**

- Hours and Days of Operation.** The primary operating period shall be: start up court preparation April 1 - May 1 of each year of the agreement; pre-season approximately May 1 - Memorial Day; regular season the day after Memorial Day to September 30 and post season October 1 to October 30, daily, 7:00 AM to dusk, weekdays and 9:00am to dusk on weekends and legal holidays, weather permitting. The tennis courts may be operated earlier than May 1 and later than November 1, provided that the TPM can justify that use during these periods is not going to do harm to the courts. Changes to the operating schedule can be made only with the written approval of the Commissioner. Prior to season opening a proposal of, fees, hours, rules & regulations must be submitted to the P & R Commission for approval. TPM must attend the P & R Commission meeting.

Spring Session dates:	May 1-June 30
Summer Session dates:	July 1-August 31
Fall Session dates:	Sept 1-Oct 31

2. **Maintenance.** TPM will accept all properties, facilities, and equipment “as is” in their presently existing condition. It shall, at its own expense, maintain the clay tennis courts, bearing the start-up and closing costs as well as on going court maintenance throughout the season. It is further understood that TPM will provide the City a monthly management report consisting of attendance of lessons and permitted play, income of permit sales, maintenance schedule including watering times, rolling schedule and addition of calcium for the month, in a format approved by the City that shall include maintenance undertaken, amount of irrigation used, and other minor repairs that may have been performed. Any repairs to the irrigation system, tennis nets, fencing, windscreens and the associated shed shall not be made without the prior written consent of the City. Maintenance includes weed maintenance along the inside perimeter of the courts

### 3. **Minimum Staffing.**

**On-Site Manager.** It is the intent of the City to have an individual who is associated with the management firm who is qualified and will serve as the on-site manager of the TPM. Such individual must have full authority to act for the management firm and bind the management firm in all respects with regard to the operation of the Newton Centre Tennis Courts. Communicate clay court closures to members , The TPM will need to be equipped with a cellular phone/electronic device for residents and permit holders for customer service purposes. There is a shade structure on site for use by staff. There is no internet connection provided by the City at the Clay Courts.

## **B. Scope of Services -City Wide Tennis/ Lesson Program**

### **a. Objectives**

1. Provide a high-quality City-wide tennis lesson program, group, private and semi-private lessons including beginner, intermediate, advanced, competitive, and conditioning or equivalent.
2. Expand the numbers of community members participating and gaining enjoyment from the City-wide tennis Program by scheduling lessons in various locations throughout the city.
3. Set up and maintain a qualified tennis teaching staff capable of running a large tennis operation.
4. Maintain a high degree of staff stability for program consistency in delivering lessons with the same personnel on a lesson to lesson basis.
5. Establish leagues for youth, women, seniors, men, and mixed doubles
6. Provide children’s camps following state licensing guidelines
7. Offer a variety of clinics
8. Private & Semi-Private Lessons
9. Customer Service – respond to customer requests, email, phone calls within 24 hours. Communicate lesson cancellations with participants

### **b. Responsibilities**

1. Teach tennis lessons.
2. Run tennis camps, clinics, and leagues.
3. Promote tennis in the city.
4. Hire, train and direct staff in running tennis programs.
5. Create new tennis programs.
6. Work smoothly with a wide variety of City departments, officials and employees.
7. TPM will use the PRC MyRec Registration System for programs, memberships, passes.

## **C. Reporting Relationship**

1. The TPM reports directly to the Commissioner or her designee.
2. All lessons and other programs must be approved on a case-by-case basis by the Commissioner or her designee.
3. The TPM will work with the PRC as needed,
4. Customer service must be maintained by the TPM. Phone calls and emails must be returned within a 24 hour period, during business hours.

5. Removal of participants/members from a program or facility, for any reason, must be reviewed and approved by the Commissioner or designee.

#### **D. Financial Relationship**

1. Invoices will be submitted by the TPM. At the end of each year of the agreement, the TPM shall remit any additional guaranteed amount due as governed by the agreement.
2. The TPM will be responsible for all expenses associated with the tennis lesson program inclusive of staff, advertising, registrations and all other program expenses.
3. All Cash & checks must be recorded in MyRec and brought to the PRC office at 246 Dudley Rd weekly with a report of transactions.
4. Promotional, marketing, sales and equipment related to lesson program will be borne by the TPM with the exception of circumstances that have prior approval of the Commissioner.
5. All Private lesson and Semi-Private lessons must be scheduled through the PRC MyRec System.
6. Non-compete clause: All tennis programs must be run through the contract agreement with the City – no teaching for or working with other organizations on city courts without permission from Commissioner of PRC.
7. All monies must be processed through Myrec.
8. Any third party applications must be approved by the Commissioner or designee
9. There will be a financial review with TPM, Commissioner and PRC staff.

#### **E. Location (s)**

1. The TPM will provide its own working space.
2. The TPM will submit a schedule to the PRC on which courts the TPM would like to use each year the contract is in effect.
3. Newton North High School and Newton South High School each have priority use of the tennis courts located at the high schools during their tennis seasons. This includes MIAA tournaments that may be hosted by the schools.
4. PRC sponsored tournaments have priority to the courts.
5. Unpermitted locations are available to the residents of Newton on a first come first serve basis

#### **F. Existing Programs:**

1. Children: Current programs include after school and weekends during the Spring and Fall and on weekday mornings and afternoons. Summertime: concurrent ½ day sessions and short introductory lessons.
2. Adults: spring, summer, and fall two-to-four nights per week.
3. Adults: spring, summer and fall two-to-four mornings per week.
4. Minimum number of total programs for children and adults in the spring is 30, fall is 30 and the summer is 100.
5. Current enrolled spots is approximately 2,000 per year.
6. Private Lessons if requested may be accommodated.

#### **VIII. MINIMUM CRITERIA**

All TPMs must meet the following Minimum Criteria in order to be considered for further evaluation. Proposals that do not demonstrate compliance with the Minimum Criteria may not be further considered.



## A. Har-Tru Tennis Court Management and Maintenance

1. Minimum five (5) years' experience by the TPM, managing and maintaining a minimum five (5) public or private courts, Har-Tru or Red Clay courts, Managing and maintaining asphalt courts does not satisfy this criterion
2. Minimum five (5) years' management experience by the individual that will manage the staff and maintenance routine of the Newton Centre Clay Courts.
3. The on-site manager must have full authority to act for the TPM and bind the TPM in all respects with regards to the operation of the Newton Centre Tennis Courts.
4. The on-site manager must be equipped with a **cellular phone** for residents and permit holders for customer service purposes.

## B. City Wide Tennis Program

1. TPM principal must:
  - a. be USPTA or USTA certified trainer
  - b. provide current certificates with proposal submission;
  - c. have principal that has taught tennis in 3 or more municipal recreation departments;
  - d. have principal that has directed staff of ten (10) or more for a minimum of 5 years
2. TPM Firm has received training specifically geared toward teaching tennis in public environments. TPM must demonstrate a track record for building and maintaining a strong staff consisting of at least five tennis teachers total.
3. TPM demonstrates a track record of success directing a tennis program which has a total enrollment of at least 2000 per year.
4. Evidence of tennis program directed by TPM, described in the Scope of Services above will operate throughout spring, summer and fall, with the option to run winter lessons in an indoor facility.
5. Evidence of a program directed by TPM, described in the Scope of Services above includes all of the following components: Morning and Evening Adult lessons. Morning and Afternoon Children's Lessons, Weekend Children's Lessons, Women's League Play, and Evening & Weekend Adult Lessons. During the school year – dual locations for kids afterschool/weekend programs. At least 5 days per week. During summer – offer concurrently: ½ day programs and short introductory classes. Monthly middle school/high school round robin programs
6. Evidence of program directed by TPM, described in B(5), and of stable staff where at least 3 of the same certified teaching professionals have taught in the program continuously for 5 years. (Copies of current certifications will be due at time of contract issue on an annual basis).
7. Evidence of program directed by TPM, described in B(5) above, demonstrating active record for being constantly involved in all critical daily operations.
8. TPM will use the PRC MyRec registration system for all programs, memberships, passes, private lessons, etc. TPM will have access to manage the Tennis program in Myrec, allowing the TPM to enter programs, view rosters, email participants and process refunds, etc. Clay courts as a membership with the option to reserve the courts, other programs such as yourcourts.com, where no payments are accepted, are an option with the approval of the Commissioner or designee.
9. TPM has directed a tennis program that utilizes tennis courts at five or more different locations city-wide each season.
10. TPM must provide complete resume of history of firm and all its principals, including the most recent contracts within the past 5 years and a list with references.

11. Tennis Season dates: Programs shall begin by March 1, weather permitting and run through the end of November. TPM may run our indoor lessons during the winter season in partnership with PRC Department. Registration should be posted a minimum 3 weeks before start date of the program.

12. TPM creates a policy for make-up classes, and refunds. Refunds must comply with tennis credit card and refund policy. Credits on account are not allowed

C. In addition, the proposer must provide the following additional Minimum Criteria documents attached at pp. 20-27, below, duly completed and signed:

1. Bidder's Qualifications And References Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance
4. Certificate of Foreign Corporation (if applicable)
5. Debarment Letter
6. IRS Form W-9
7. Business Category Information Form

## **IX. COMPARATIVE CRITERIA**

The evaluation of each proposal for Tennis Court Management Services will be based upon the "Comparative Evaluation Criteria" described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

"Highly Advantageous"

"Advantageous"

"Not Advantageous"

"Unacceptable"

An "Unacceptable" rating in any one of the criteria will eliminate a proposal from further consideration.

Proposals from TPMs who meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the above Comparative Criteria. The City reserves the right to ask any TPM 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 respondent. 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 a Comparative 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.

### **A. HAR-TRU TENNIS COURT MANAGEMENT**

1. **The ability of the Tennis Management Firm to manage, maintain and operate public Har-Tru tennis courts.**

*Highly Advantageous* - More than five (5) years' actual on-site experience by all the principals of the management firm, at five (5) or more public or private tennis courts, if public, which courts generated income for the community while remaining affordable for the public, if private, which courts generated income for the enterprise while maintaining prices that fell within industry standards.

*Advantageous* - Three (3) years actual on-site experience by one or more of the principal(s) of the management firm, at three (3) public or private tennis courts, if public, which courts generated income for the community while remaining affordable for the public, if private, which courts generated income for the enterprise while maintaining prices that fell within industry standards.

*Not Advantageous* - Less than three (3) year (complete outdoor tennis season) actual on-site experience by all of the principal(s) of the management firm; or experience involving operation of tennis courts which failed to generate income.

*Unacceptable* - No experience in the management, maintenance or operation of public or private tennis courts.

2. **Tennis Management Firm's plan to provide required maintenance at the Newton Centre Tennis Courts that would make available a level of play that is comparable to area public and private outdoor clay tennis courts.**

*Highly Advantageous* - Submission of a plan for maintenance of Har-Tru tennis courts that would not require an increase in fees or require any funding from the City.

*Advantageous* - Submission of a plan for maintenance of Har-Tru tennis courts that would require an increase in fees but not require any additional funding from the City.

*Not Advantageous* - Submission of a plan for maintenance of Har-Tru tennis courts that would require an increase in fees and would require additional funding from the City.

*Unacceptable* - No maintenance plan submitted.

**B. CITY WIDE TENNIS LESSON PROGRAM**

1. **Staffing: The extent of Tennis Management Firm's experiences –**

--*Highly Advantageous*. provides resumes & references for TPM Management & Instructors with at least 5 years' experience.

--*Advantageous*. Tennis Management Firm provides resumes & references for TPM Management & Instructors with at least 3 years' experience.

--*Not Advantageous*. Tennis Management Firm provides resumes & references for TPM Management & Instructors with less than three years' experience.

2. **The extent of experience to offer different levels of tennis lessons from beginner to competitive**

--*Highly Advantageous*. Provide documentations of all lesson levels provided for the last five years

--*Advantageous*. Provide documentations of all lesson levels provided for the last three years

--*Not Advantageous*. No documentation

3. **The extent of experience to include youth, men's, women's, senior and mixed doubles leagues**

--*Highly Advantageous*. Provide documentations of all lesson levels provided for the last five years

--*Advantageous*. Provide documentations of all lesson levels provided for the last three years

--*Not Advantageous*. No documentation

4. **The extent of experience to include children's camps and clinics**

--*Highly Advantageous*. Provide documentations of all lesson levels provided for the last five years

--*Advantageous*. Provide documentations of all lesson levels provided for the last three years

--*Not Advantageous*. No documentation

**C. TOTAL LEADERSHIP OF A TENNIS PROGRAM SERVING A POPULATION IN EXCESS OF 50,000**

**1. The extent of Tennis Management Firm's experience directing, promoting and administering a tennis program for a population in excess of >50,000**

--*Highly Advantageous*. Tennis Management Firm has at least five years' experience with a population of 50,000 or more.

--*Advantageous*. Tennis Management Firm has at least three years' experience with a population of 40,000 or more.

--*Not Advantageous*. Tennis Management Firm does not have at least three years' experience with a population of 20,000 or less.

**2. Demonstrates a track record of success directing a tennis program which has a total enrollment of at least 2000 per year.**

--*Highly Advantageous*. Tennis Management Firm has a total yearly enrollment of >2,000

--*Advantageous*. Tennis Management Firm has a total yearly enrollment of >1,000

--*Not Advantageous*. Tennis Management Firm has a total yearly enrollment of <1,000

**3. Provide documentation of experience teaching different levels/types of classes; City-wide tennis lesson program, group, private and semi-private lessons including beginner, intermediate, advanced, competitive, and conditioning or equivalent.**

--*Highly Advantageous*. Documentation of experience teaching 100% of City-wide tennis lesson program, group, private and semi-private lessons including beginner, intermediate, advanced, competitive, and conditioning or equivalent.

--*Advantageous*. Documentation of experience teaching 50% of City-wide tennis lesson program, group, private and semi-private lessons including beginner, intermediate, advanced, competitive, and conditioning or equivalent.-

--*Not Advantageous*. Documentation of experience teaching <50% of City-wide tennis lesson program, group, private and semi-private lessons including beginner, intermediate, advanced, competitive, and conditioning or equivalent.-

**4. Provide a Business Plan**

--*Highly Advantageous*. Business Plan for a three year period

--*Advantageous*. Business Plan for a two year period

--*Not Advantageous*. Business Plan for a one year period

**5. Provide References with current contact info**

--*Highly Advantageous*. 4 or more references

--*Advantageous*. 2 or more references

--*Not Advantageous*. 1 or no references

## X. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the TPM offering the responsive and responsible proposer submitting the most advantageous proposal, taking into consideration all Comparative Criteria as well as price. Any proposals, which submit 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.

As used herein, the term “responsible and responsive proposer” shall be defined as a TPM which has provided all information requested in the RFP and has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract.

A thorough reference check will be performed by PRC staff to determine the qualifications and history of TPM’s previous contract(s) of comparable size.

In evaluating proposals, the City will consider the qualifications of only those TPMs 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 reference check of such TPM fails to satisfy the City that the TPM is properly qualified to carry out the obligations of the contract.

## XI. PROPOSAL SUBMISSION REQUIREMENTS

1. **Technical Proposal.** TPM’s technical proposal shall be signed by a duly authorized representative of the Tennis Management Firm and submitted with **Attachment B (Technical Proposal Cover Sheet)** and shall include narrative descriptions responsive to the Minimum and Comparative Criteria set forth above. Each narrative description shall be typewritten and identify the section of the Minimum or Comparative Criteria to which the narrative responds. This completed form along with the documents lists in VIII(C) above shall be completed and signed by an authorized representative of the TPM and placed in a separate sealed envelope marked “**Technical Proposal – RFP #23-46 Tennis Court Management & Program Services.**”
2. **Price Proposal.** TPM’s fee (minimum guaranteed payment) to be paid to the City shall be submitted on **Attachment A (Price Proposal)**. This completed form shall be signed by an authorized representative of the TPM and **placed in a separate sealed envelope marked " Price Proposal - RFP #23-46 Tennis Court Management & Program Services."**

END OF SECTION

# Attachment A

## Price Proposal

Price Proposal - RFP#23-46 - Tennis Court Management & Program Services

Tennis Court Management & Program Services

*This form must be completed and placed in a **separate** sealed envelope marked  
"Price Proposal – RFP #23-46-Tennis Court Management & Program Services"*

Name of Firm or Individual Submitting Proposal:  
(Please Print Clearly)

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone / FAX #:

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

Proposer acknowledges the following Addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Above Proposer will pay to the City of Newton the greater of a guaranteed minimum payment ("GMP") of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

or twenty percent (20%) of the annual gross revenue from the maintenance of the clay tennis courts, tennis lessons and private lessons. Gross revenue shall include private lesson income.

Signature of Tennis Management Firm:

\_\_\_\_\_

Name of Tennis Management Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

# Attachment B

## ***Technical Proposal Cover Sheet***

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

### Tennis Court Management & Program Services **Technical Proposal - Tennis Court Management & Program Services RFP #23-46**

Submitted herewith are the following:

- Technical Proposal
- Bidder's Qualifications And References Form
- Certificate Of Non-Collusion
- Certification Of Tax Compliance
- Certificate Of Foreign Corporation (if applicable)
- Debarment Letter
- IRS Form W-9
- Business Category Information Form

Name of Firm or Individual Submitting Proposal: \_\_\_\_\_  
(Please Print Clearly)

Address: \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Proposer acknowledges the following Addenda: \_\_\_\_\_

Signature of Tennis Management Firm:

\_\_\_\_\_

Name of Tennis Management Firm;

\_\_\_\_\_

Date: \_\_\_\_\_

# Attachment C

## NEWTON CENTRE CLAY TENNIS COURTS RULES AND REGULATIONS 2023

- **Must be approved by P & R Commission prior to opening day each year**

•

### RESERVE COURT PLAY:

- **ALL PLAYERS MUST PURCHASE A SEASON PERMIT OR PAY THE HOURLY FEE TO PLAY ON THE NEWTON CENTRE CLAY COURTS. Permits may be obtained at the courts.**
- **PERMIT HOLDERS WHO BRING A GUEST,(NON-PERMIT HOLDER) ARE RESPONSIBLE FOR MAKING SURE HOURLY FEE IS PAID TO ATTENDANT BEFORE STEPPING ON COURT.**
- **ALL PLAYERS MUST CHECK IN WITH COURT ATTENDENT PRIOR TO ENTERING THE COURTS. PERMIT AND DRIVERS LISCENSE MUST BE SHOWN AT THIS TIME, OR GUEST FEE MUST BE PAID.**
- **PERMIT HOLDERS MAY RESERVE A COURT UP TO SEVEN DAYS IN ADVANCE. NON PERMIT HOLDERS MAY NOT RESERVE A COURT.**
- **A PERMIT HOLDER MAY HAVE ONLY ONE COURT RESERVATION ON THE BOOKS AT A TIME. PERMIT HOLDERS MUST FINISH USING THAT TIME BEFORE THEY MAY BOOK ANOTHER COURT.**
- **A MAXIMUM OF ONE (1) HOUR MAY BE BOOKED FOR SINGLES. ONE PERMIT HOLDERS NAME IS REQUIRED TO BOOK THIS COURT. A MAXIMUM OF 1.5 HOURS MAY BE BOOKED FOR DOUBLES PLAY. TWO PERMIT HOLDERS' NAMES ARE REQUIRED TO BOOK THIS COURT.**
- **PLAYERS ARE NOT ALLOWED TO USE A 2 HOUR DOUBLES BOOKING FOR SINGLES PLAY. IF ONLY 2 PLAYERS SHOW UP FOR A DOUBLES BOOKING, THEY FORFIT THE 2<sup>ND</sup> HOUR.**
- **ANY PLAYER WHO INTENTIONALLY OR REPEATEDLY MAKES A 1.5 HOUR DOUBLES BOOKING, FOR THE PURPOSE OF PLAYING SINGLES WILL HAVE BOOKING PRIVILAGES TERMINATED WITHOUT A REFUND.**
- **IF AT LEAST ONE PLAYER IS NOT PRESENT AT THE START OF THE HOUR FOR WHICH A COURT IS BOOKED, COURT IS IMMEDIATELY GIVEN TO WAITING PLAYERS. BY FIVE MINUTES PAST THE HOUR TWO PLAYERS MUST BE ON THE COURT, OR BOOKING IS FORFIETED AND COURT IS GIVEN TO WAITING PLAYERS.**
- **ALL PLAYERS ARE REQUIRED TO SWEEP THE COURT AFTER USE IN A MANNER THAT IS APPROVED BY COURT ATTENDANT.**
- **WHEN GATES ARE LOCKED, NO PLAY IS PERMITTED AND NO PLAYER IS ALLOWED ENTRY INTO THE COURTS.**
- **ALL PLAYERS ARE REQUIRED TO WEAR A SHIRT ON THE COURT.**
- **ALL PLAYERS ARE REQUIRED TO INTERACT WITH OTHER PLAYERS IN A COURTEOUS AND CONSIDERATE MANNER. YELLING AND USE OF PROFANITY ARE PROHIBITED.**
- **ALL PLAYERS ARE REQUIRED TO ABIDE BY ANY DECISION TAKEN OR DIRECTION GIVEN BY THE COURT MONITOR**



**NEWTON CENTRE CLAY COURTS  
DATES & TIMES OF OPERATION  
2023**

- Must be approved by P & R Commission prior to opening day of each year

All hours are subject to change. Permit holders reserve times:

Pre-season: May 3 – May 31	Mon. – Fri.	9:00 – Noon	4:00 – 8:00PM
	Sat. & Sun.	9:00 – 1:00	4:00 – 6:00PM
Regular season: June 1 – September 6	Mon. – Fri.	9:00 – Noon	3:00 – 8:00PM
	Sat. & Sun.	9:00– 1:00	3:00 – 6:00PM
Post season: September 7 – October 15	Mon. – Fri.	9:00 – Noon	3:00 – 6:00PM
	Sat. & Sun.	9:00– 1:00	3:00 – 6:00PM

Closed for maintenance daily during regular season Mon – Fri. Noon to 3:00; Sat & Sun. 1:00 – 3:00PM. Regular Maintenance times may change or additional maintenance times will be required occasionally and courts will be closed. **SPECIAL EVENTS AND CLINIC TIMES WILL BE POSTED AT THE COURTS** Pre-bookings for Clinics and special events will be posted.

**NON-RESERVED COURT PLAY:** is on a strict first come first serve basis. Court changeover will be on the hours.

**HARD COURT PLAY:** Weekdays – No play before 9:00AM including practice  
Weekends - No play before 9:00AM including practice

Closed for maintenance daily during regular season Mon - Fri. Noon to 3:00; Sat & Sun. 1:00 - 3:00PM. Regular Maintenance times may change or additional maintenance times will be required occasionally and courts will be closed. **SPECIAL EVENTS AND CLINIC TIMES WILL BE POSTED AT THE COURTS.** Pre-bookings for Clinics and special events will be posted.

**NON-RESERVED COURT PLAY:** is on a strict first come first serve basis. Court changeover will be on the hours.

**HARD COURT PLAY:** Weekdays - No play before 9:00AM or after Dusk including practice  
Weekends - No play before 9:00 AM or after Dusk including practice

**NOTE:** If the courts have lights play is allowed until 9:30PM at Newton South High and 9:30 at Newton North High

- Must be approved by P & R Commission prior to opening day of each year

**NEWTON CENTRE CLAY TENNIS COURTS  
FEE STRUCTURE – 2023**

**SEASON PERMIT RATES**

SEASON PERMIT FEES ARE NON-REFUNDABLE

Resident Adult	\$285.00
Resident Student (under 18)	\$150.00
Non-Resident Adult	\$335.00
Non-Resident Student	\$200.00

**HOURLY RATES\***

Resident Adult	\$ 20.00
Resident Student (under 18)	\$ 15.00
Non-Resident Adult	\$ 35.00

\* Non-permit holders, if courts are available – reservations are not permitted

**DAILY FEES NEWTON CENTER CLAY COURTS**

When collecting cash for daily sales/entry fees etc.....the tennis management company in charge of the program will have a system of accountability and utilize MyRec for data entry and monies will be delivered to the PRC office, 246 Dudley Rd weekly with back-up/receipt.

**NEWTON PARKS, RECREATION & CULTURE DEPARTMENT**  
**246 DUDLEY ROAD NEWTON, MA 02459**  
**2023**

RUTHANNE FULLER  
NICOLE BANKS  
STEPHANIE LAPHAM

MAYOR  
COMMISSIONER  
MANAGER

OFFICE HOURS: Monday - Friday 8:30AM - 5:00PM

PHONE: 617-796-1500 FAX: 617-796-1512

RESERVED COURTS: (Tentative start date) May 1, 2022 - October 15, 2022

5 C Newton Centre Playground, Tyler Terrace, Newton Centre

HOURS: 9:00AM - DUSK LIGHTED COURTS OPEN TIL 10:00PM

- 3 H Angier School, Beacon Street, Waban
- 2 H Auburndale Playground, West Pine Street, Auburndale
- 4 H Burr Park, Waverley Avenue, Newton Corner
- 2 H Cabot Park, Eastside Parkway, Newtonville
- 3 H Cold Springs Park, Beacon Street, Newton Highlands
- 2 H Lower Falls Playground, Grove Street, Newton Lower Falls
- 2 H Pellegrini Playground, Hawthorn Street, Nonantum
- 2 H Memorial Playground, Stein Circle, Newton Centre
- 2 H Newton Highlands Playground, Winchester Street, Newton Highlands
- 10\* H Newton North High School, Hull Street, Newtonville
- 12\* H Newton South High School, Brandeis Road, Newton Centre
- 2 H Russell J. Halloran, Albemarle Road, Newtonville
- 2 H Stearns Playground, Jasset Street, Nonantum
- 2 H Upper Falls Playground, Chestnut Street, Newton Upper Falls
- 6 H Warren House, Washington Street, West Newton (West end courts closed for renovation) (3)
- 4 H Weeks House, Locksley Road, Newton Centre
- 1 H Wellington Playground, Kilburn Road, West Newton
- 1 H Ward School, Dolphin Road, Newton Centre

67 Courts      62 Hard surface (H)      5 Clay ©      \*Lighted Courts

**END OF SECTION**

**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

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 of Newton 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 of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## 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  
or Federal Identification Number

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Officer Name: \_\_\_\_\_

\* 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**

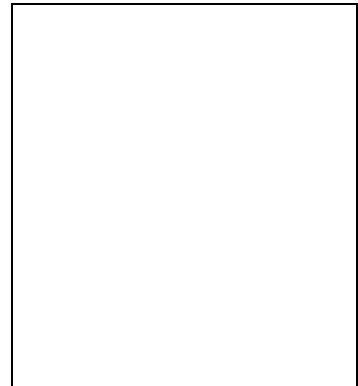
---

**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*





City of Newton



Mayor  
Ruthanne Fuller

**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

Date

Vendor

Re: Debarment Letter for Request for Proposal #23-46

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.

**Department:**

**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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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:

1. 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
2. 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
3. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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. 23-46

### Tennis Court Management & Program 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 proposer 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

### TENNIS COURT MANAGEMENT & PROGRAM 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, Recreation & Culture but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of **Tennis Court Management & Program Services** with respect to its Tennis

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

The parties hereto for the consideration hereinafter set forth agree as follows:

#### 1. Scope of Work.

The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal the following item or items:

#### **Tennis Court Management & Program Services**

2. **Contract Documents.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:
- a. This CITY-CONTRACTOR Agreement;
  - b. The City's Request for Proposal #23-46 (RFP) issued by the Purchasing Department;
  - c. The RFP for **Tennis Court Management & Program Services** including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the "Project Manual");
  - d. Addenda Number(s) \_\_\_\_\_;
  - e. The Proposal Response of the Contractor submitted for this Project and accompanying documents and certifications;
  - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Contractor in connection with this Project;
  - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the City and the Contractor. The Contractor represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the City.

#### 3. Priority of Documents.

In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

**4. Scope of Work**

The Contractor shall perform the tasks outlined in the Request for Proposal, "Scope of Services". The Commissioner of the Parks, Recreation & Culture Department shall designate a contact person from his/her staff to work with the Contractor. The Contractor shall have the use of the Newton Centre Tennis courts, Tyler Terrace, Newton Centre.

**5. Term of Agreement**

The term of the contract shall extend from day of execution of contract through December 31, 2023. There will be two (2) one-year renewal options available through December 31, 2024, at the sole discretion and approval by the City.

**6. Payment procedures**

Management firm shall be required to remit monies due the City on a weekly basis for the months of April through December. Monies shall be payable on Monday of each week or the Tuesday immediately following a Monday Holiday. At the end of each year of the agreement, management firm shall remit any additional guaranteed amount due as governed by the agreement.

**7. Reporting procedures**

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

All fee structures associated with the Tennis Management and Maintenance Program are to be approved by the Commissioner of Parks, Recreation & Culture or her designee prior to implementation.

At the end of each month of the contract, the contractor will be required to submit an accounting to the Commissioner of Parks, Recreation & Culture.

**8. 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.

**9. Insurance**

The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

**10. Governing Law**

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

**11. 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.

**12. 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 to this agreement have hereunto set their hands and seals.

**CONTRACTOR**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

No City monies are obligated by this contract.

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

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Parks, Recreation & Culture*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

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.



**CITY OF NEWTON, MASSACHUSETTS**

**PERFORMANCE BOND**

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2023 for the construction of \_\_\_\_\_ in Newton, Massachusetts.

(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_ day of \_\_\_\_\_ 2023.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

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

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