

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

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

**REQUEST FOR PROPOSAL:  
CANOE/KAYAK RENTAL CONCESSION  
RFP #23-99**

**Proposal Date Opening: May 18, 2023 at 10:30 a.m.**

**APRIL 2023  
Ruthanne Fuller, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS #23-99**

The City of Newton (City) invites sealed proposals from Contractors for:

**CANOE / KAYAK RENTAL CONCESSION**

Proposals will be received until: **10:30 a.m., May 18, 2023**

Proposals must be submitted to 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 proposer names received and will be posted to the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids).

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 on **April 27, 2020 after 10:00AM.**

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

Award will be made to the most advantageous proposer for services based on a percentage of receipts payable by the proposer to the City.

The successful bidder will be required to furnish a **Performance Bond in the amount of \$2,500.00.**

**The term of the awarded contract shall extend from the date of execution through March 31, 2024 and may be renewed by the City for two (2) additional terms of 12-months each.**

All proposals are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All proposals shall be submitted as follows: **one (1) ORIGINAL three (3) paper COPIES and one (1) DIGITAL copy of the Technical Proposal and one (1) ORIGINAL COPY of the Price Proposal.**

All City bids 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 bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online within the original bid document as well as a separate file. 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](mailto: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](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read  
*Chief Procurement Officer*  
April 27, 2023

**NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL #23-99**

**CANOE/KAYAK RENTAL CONCESSION**

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

The *Chief Procurement Officer* has determined that a Request For Proposals (RFP) is appropriate in order to select the most advantageous proposal for a management firm to rent canoes and kayaks for pleasure use to residents of Newton and surrounding communities. Canoe and kayaks will be available for rent to explore the upper regions of the Charles River heading south along the River from the public dock at Nahanton Park located at 455 Nahanton Street, Newton, MA 02459.

It is essential that the City retain the services of a management firm (“Contractor”) with the appropriate background to operate the rental concession (Concession) so that public will be assured it will be provided equipment that is professionally managed and expertly maintained. The City’s evaluation committee shall review, evaluate and rate each proposer’s technical information on the factors set forth below, on experience working in a public sector, quality of equipment and quantity of equipment available for rental. Upon completion of the evaluations, the City will open price proposals. It is the policy of the City to continually improve the quality of service being offered at an affordable price to its patrons. To achieve this goal, the City will award a contract, if at all, to the Contractor the City determines most advantageous, taking into consideration its price and non-price proposals. The RFP process will enable the City to give higher ratings to proposers whose experience in public and private canoe/kayak management operations and whose key personnel have superior experience in the operation of public and private canoe/kayak rental concessions.

**The proposer’s Price Proposal shall be expressed as a percentage of gross revenues collected by the Contractor from the Concession.** The proposer offering to pay the highest percentage of gross revenues may not necessarily be awarded the contract since the contract will be offered to the most advantageous proposer, taking into consideration both price and non-price proposals.

**II. PURPOSE**

The City through its Parks, Recreation & Culture Department (PRC) is soliciting the services of interested and qualified rental operators to set up, manage and maintain the Concession at Nahanton Park on the Charles River. The operator will also have the option to expand the program to the Auburndale Cove with proper approval by the City of Newton. The services to be provided include the following: manage, maintain, and operate the Concession in accordance with a formal management agreement, responsibility for all advertising, registration, and maintenance of a web site for purposes of information and availability

**III. SCHEDULE**

**Key Dates for This Proposal:**

<b>RFP Released:</b>	<b>Thursday, April 27, 2023 at 10:00AM</b>
<b>Question(s) Submittal Deadline:</b>	<b>Friday, May 12, 2023 at 12:00PM</b>
<b>Questions Answered:</b>	<b>On or before Monday, May 15, 2023 at 5:00PM</b>
<b>Proposal Due:</b>	<b>May 18, 2023 at 10:30AM</b>

**IV. BACKGROUND**

The Canoe/Kayak Dock is located on the Charles River at Nahanton Park located on 455 Nahanton Street in Newton. There is one public Canoe/Kayak Dock, parking for approximately 12 vehicles and a small storage area close to the water. There is also potential for additional parking in an upper level lot.

**V. CURRENT SITUATION**

Nahanton Park and its public dock are under the jurisdiction of the Newton PRC Commissioner. The Massachusetts Department of Conservation & Recreation (DCR) permits the floating dock on the Charles River.

## VI. INSTRUCTIONS TO PROPOSERS

### A. GENERAL

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 **10:30 a.m., May 18, 2023**.

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except the percentage of gross revenues the proposer pay to the City in consideration of the contract hereunder and (ii) a Price Proposal, which shall consist solely of the percentage of gross revenues proposer agrees to make to the City.<sup>1</sup> Proposers shall submit four (4) copies each of the Technical Proposal and one (1) of the Price Proposal. Please ensure that Technical and Price Proposals are submitted in separate sealed envelopes. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

**EMAIL AND FAXED PROPOSALS WILL NOT BE ACCEPTED.**

### B. SUBMISSION OF PROPOSAL

**One (1) Original, Three (3) Copies** and **One (1) Digital Copy** of the TECHNICAL and **One (1) Original (no copies)** of the PRICE PROPOSALS must be submitted in **separate sealed** envelopes, plainly marked:

**“TECHNICAL PROPOSAL - RFP #23-99 CANOE/KAYAK RENTAL CONCESSION**

and

**“PRICE PROPOSAL - RFP #23-99 CANOE/KAYAK RENTAL CONCESSION**

along with your company’s name on both envelopes.

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

1. The Proposer’s technical proposal shall be signed by a duly authorized representative and submitted with **Attachment B-Technical Proposal Cover Sheet** and shall include but not be limited to the narrative descriptions outlined on the sheet entitled Technical Proposal - Minimum Criteria
2. **Attachment B** and the narrative descriptions shall be placed in a separate sealed envelope marked **“RFP #23-99 - Technical Proposal - Nahanton Park Canoe/Kayak Concession Services.”**
3. The 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 and **placed in a separate sealed envelope marked “ RFP #23-99 Price Proposal – Nahanton Park Canoe/Kayak Rental Concession”**

### C. QUESTIONS: Questions should be submitted in writing **before noon on May 12, 2023** to:

Purchasing Department  
City of Newton  
1000 Commonwealth Avenue  
Newton Centre, MA 02459  
E-mail: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Dept. by emailing your company’s: name, address, phone and fax number and include the RFP number (#23-99) you would like to be recorded as taking. It is the Proposer’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date.

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<sup>1</sup> The City is to receive a guaranteed minimum annual compensation amount. See Section VI(F) below.

Copies of addenda will be made available for inspection at the location listed in the City's Purchasing Department will be posted to the City's website [www.newton.ma.gov/bids](http://www.newton.ma.gov/bids).

**All proposers must acknowledge each Addendum in both the TECHNICAL and PRICE proposals.**

- D. EXAMINATION OF DOCUMENTS:** Each Proposer shall be satisfied, 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 Proposer 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.** The City will give notice of the acceptance of the proposal and intention to award a contract by emailing copies of the contract to the winning proposer. Upon receipt of the contract, the successful Proposer shall deliver it, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance with all required documentation. If the successful Proposer fails to execute the Agreement 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 Agreement 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. Each out-of-state Proposer 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 State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.
- F. PRICE PROPOSAL.** The amount to be paid to the City shall consist of **a minimum amount of \$10,000.00** or a stated percentage of all gross revenues from the operation of the Canoe/Kayak Rental Concession and outings as set forth in the proposer's Price Proposal, whichever is greater. Proposers shall use Attachment A to this RFP in submitting their Price Proposal. **It is the intention of the City that the services hereunder shall be provided at no cost to the City (with the exception of the cost of utilities as described in Section N, below.)**
- G. TECHNICAL PROPOSAL.** The technical proposal shall consist of documentation that the Proposer satisfies the minimum criteria as set forth in this document. Proposer's response to the evaluative criteria as set forth in this document
- 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 Proposer and shall not be chargeable in any manner to the City.
- K. CONTRACT AND TERM.** The contract between the City and the Proposer shall not take effect until signed by both parties and approved by the Mayor of the City of Newton. **The term of the contract shall extend from day of execution of contract through March 31, 2024. There will be two (2) one-year renewal options, at the sole discretion and approval by the City, available through March 31, 2026.**
- L. METHOD OF PAYMENT.** The Contractor shall be required to remit the minimum guarantee as provided in Section VII of the attached form of contract. Checks shall be made payable to the City of Newton and submitted to the manager assigned by the department for deposit into the proper city accounts. Upon conclusion of each season but in any event before November 15<sup>th</sup> of each year the Proposer shall submit a complete accounting of revenues for that season to the Parks, Recreation & Culture Commissioner/designee and make final payment of an amount equal to the revenue that exceeded the minimum guarantee times the amount of the percentage amount submitted by the Proposer.
- M. INSURANCE REQUIREMENTS -** The Contractor will provide the City with one or more certificates of insurance as follows:

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c.152 as amended.

PUBLIC LIABILITY

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

**VEHICLE LIABILITY**

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

The City shall be named as additional insured on the Contractor's Liability Policies.

- N. **UTILITIES.** All utility expenses such as water, sewer, electricity, etc., which are or may be required to operate the Concession, will be borne by the City.
- O. **MATERIALS AND SUPPLIES.** The Proposer is required to supply all materials necessary to maintain the Canoe/Kayak Dock.
- P. **CANOE/KAYAK RENTAL FEES AND CHARGES.** Permit fees and daily fees must be approved by the PRC Commissioner. The proposer must present its fee proposal to the Commissioner prior to Concession opening each year of the agreement for the forthcoming season. The Commissioner has final authority to establish all fees for the forthcoming season and for each year of the contract.
- Q. **PROGRAM FEES AND CHARGES.** Fees charged for Canoe/Kayak rentals and outings and shall have the prior approval of the PRC Commissioner prior to any publication of such fees.
- R. **BOOKS AND RECORDS-** The proposer 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. Upon request by the City, the proposer shall also provide monthly financial reports on the operation of the Newton Canoe/Kayak Rental Concession, rentals and outings in a form satisfactory to the City.
- S. **PERFORMANCE BOND.** The proposer will, at or before the execution of the resulting agreement, furnish to the City an acceptable corporate surety bond in the penal sum of two thousand five hundred dollars (\$2,500.00), 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.
- T. **FORCE MAJEURE.** Neither the City nor the proposer 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.
- U. **TERMINATION.** The Proposer 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.
- V. **NON-DISCRIMINATION/EQUAL OPPORTUNITY.** The Proposer 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.
- W. **ASSIGNMENT.** The Proposer shall not assign or subcontract any portion of the operation without prior written approval from the City.
- X. **INDEPENDENT CONTRACTOR.** The Proposer and its employees will operate as an independent contractor and are not considered to be City of Newton employees.
- Y. **NOISE ORDINANCE.** The City of Newton has a noise ordinance in effect that restricts the Proposer 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

### I. CANOE/KAYAK PROGRAM

#### A. Objectives

1. Provide a high-quality service and affordable canoe/kayak rental program for the City.
2. Expand the numbers of community members participating and gaining enjoyment from the Charles River.

#### B. Responsibilities

1. Set up, supervise and maintain a qualified canoe/kayak teaching staff capable of running a large canoe/kayak operation.
2. Promote safe canoe/kayak use in the City.
3. Create new canoe/kayak programs for the City.
4. Administer the rentals and group outings.
5. Work smoothly with a wide variety of City departments, officials and employees.
6. Safety - The Contractor is not to leave the premises until all rentals have returned for the day.

### II. CANOE/KAYAK MANAGEMENT

- A. Hours and Days of Operation.** The primary operating period shall be starting site preparation May 1<sup>st</sup> to May 15<sup>th</sup> of each year of the agreement. Pre-season May 15 – Memorial Day, regular season is the day after Memorial Day to September 30 and post season October 1 to October 31. Daily, 1:30 PM to dusk Monday through Friday, Saturday and Sunday 9AM to dusk weather permitting. The canoe/kayak dock may be operated earlier than May 15 and later than November 1, provided that the Contractor can justify that use during these periods is not going to be detrimental to the City. Changes to the operating schedule can be made only with the written approval of the City. There will be times (Monday through Friday from 9 AM to 1:30 PM prior to June 30 and after August 15) that will be available to the Contractor to operate as early as 9AM with prior approval of the PRC Commissioner or her designee.
- B. Maintenance.** Contractor will accept all properties, facilities, and equipment “as is” in their presently existing condition. It shall, at its own expense, maintain the canoe/kayak dock, bearing the start-up and closing costs as well as on going dock maintenance throughout the season. It is further understood that Contractor will provide the City a monthly management report consisting of attendance and rentals, income of permit sales, maintenance undertaken, and other minor repairs that may have been performed. Any major repairs to the docking system, will not be made without the prior consent of the City. Routine repairs for purposes of public safety may be made immediately.
- C. Minimum Staffing.** It is the intent of the City to have a qualified individual who is associated with the Contractor and will serve as the on-site manager of the Nahanton Park Canoe/Kayak Rental Concession. Such individual must have full authority to act for the Contractor and bind it in all respects with regard to the operation of the Concession. All Contractor personnel shall wear staff shirts when on duty identifying them as a Contractor employee.

### III. REPORTING RELATIONSHIP

- A. The Contractor reports directly to the PRC Commissioner or her Designee.
- B. All activities and other programs must be approved on a case by case basis by the PRC Commissioner prior to advertising any additional programs.
- C. The Contractor is primarily responsible for taking in registration forms and creating program rosters. All registration forms will be collected by the Contractor, and turned over to the PRC.
- D. The PRC administrative staff will assist the Contractor with the aforementioned administrative tasks on occasion. This help will be granted or denied at the discretion of a PRC Manager. The administrative responsibility ultimately remains that of the Contractor.
- E. The administrative staff will respond to phone calls that come into the department to the best of their ability. The Proposer will provide scheduling and other basic information to the administrative staff for this purpose.

### IV. FINANCIAL RELATIONSHIP

- A. All rentals will be maintained by an electronic tracking system for rental and financial verification. The POS System must be maintained and available for tracking and auditing by the City.
- B. The Contractor will be responsible for all expenses associated with the canoe/kayak program inclusive of staff, advertising, registrations and all other program expenses.
- C. Promotional, marketing, sales and equipment expenses will be borne by the Contractor, with the exception of circumstances that have prior approval of the PRC Commissioner.

## V. LOCATION

- A. The Contractor will provide his/her own office space but will be allowed to work in the Nahanton Park Nature Center when necessary.
- B. A storage shed for purposes of office space close to the operations may be granted installation with prior approval of the PRC Commissioner and any other offices she deems necessary.
- C. A boat storage unit may be made available for the patrons with prior approval of the PRC Commissioner and any other officers he/she deems necessary.

## VIII. MINIMUM CRITERIA

In order to be deemed responsive, proposers must satisfy the Minimum Criteria set forth below.

### **Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.**

The City will not award a contract except to a responsible and responsive proposer that has documented successful experience in accordance with the certain minimum requirements:

### **A. EQUIPMENT**

1. The Canoe/Kayak Management Firm must provide proof of ownership and availability of a minimum 25 canoes and 25 kayaks dedicated to the Nahanton Park site.
2. The Canoe/Kayak Management Firm must provide proof of ownership and availability of personal floatation devices for all participants regardless of size for each Canoe/Kayak that is rented.
3. The Canoe/Kayak Management Firm must provide proof of computerized financial record keeping either with a custom point of sale or a laptop using excel software.

### **B. STAFF EXPERIENCE**

1. Three (3) years' experience by the Canoe/Kayak Management Firm, managing five (5) public or private Canoe/Kayak rentals, preferably in the public sector.
2. Three (3) years' Management experience by the individual that will manage the staff and maintenance routine of the Newton Canoe/Kayak rental Concession.
3. The on-site manager 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 Canoe/Kayak rental Concession.
4. The on-site manager will need to be equipped with a cell phone for their use. Use of recreation department phone for other than emergency purposes is prohibited.
5. The Canoe/Kayak Management Firm shall have minimum staffing levels of 1 manager and 1 staff person to assist renters with proper technique at dockside and to collect revenues in accordance with the prescribed procedures.

### **C. QUALIFICATIONS AND CERTIFICATIONS**

1. Canoe/Kayak Manager must be a certified member of the ACA (American Canoe/Kayak Association) and listed in the SEIC Registry (Safety Education Instruction Council)
2. Canoe/Kayak Management Firm must provide a copy of their current ACA certification.
3. Canoe/Kayak Management Firm has directed staff of ten or more Canoe/Kayak instructors for a minimum of five years.
4. Canoe/Kayak Manager has received training specifically geared toward teaching Canoe/Kayak in public recreation environments. Evidence of training by an employer who runs public recreation programs or evidence of attending ACA workshops on the subject are some, but not the only examples that a Canoe/Kayak Management Firm may present.
5. Canoe/Kayak Management Firm demonstrates a track record of success directing a municipal Canoe/Kayak program which enrolls at least five hundred (500) different renters per year.
6. Canoe/Kayak Management Firm is fully versed and currently employing an electronic (computerized) registration system to handle all registration.
7. Canoe/Kayak Management Firm maintains current web site for informational purposes inclusive of specific information related to cancellations due to weather and equipment availability for all rentals for the program period.
8. Canoe/Kayak Management Firm has directed a municipal Canoe/Kayak concession in the Commonwealth and is familiar with DCR requirements for operating on the Charles River.
9. Canoe/Kayak Management Firm must provide complete resume of history of firm and all its principals, including the most recent contracts within the past year.
10. Canoe/Kayak Management Firm has (5) five years' experience managing river outings.



## IX. COMPARATIVE CRITERIA

Proposals that meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the eleven (11) Comparative Criteria set forth below. 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:**

### A. CANOE/KAYAK CONCESSION MANAGEMENT

1. **The ability of management firm to manage, maintain and operate public Canoe/Kayak dock**

*Highly Advantageous* - More than three (3) years' actual on-site experience by all the management employees of the management firm, at five (5) or more public or private Canoe/Kayak rental programs, if public, which sites generated income for the community while remaining affordable for the public, if private, which sites 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 management employees of the management firm, at five (5) or more public or private Canoe/Kayak rental program, if public, which sites generated income for the community while remaining affordable for the public, if private, which sites generated income for the enterprise while maintaining prices that fell within industry standards.

*Not Advantageous* - Less than three (3) year (complete outdoor Canoe/Kayak season) actual on-site experience by management employees of the management firm; or experience involving operation of Canoe/Kayak rental concession which failed to generate income.

*Unacceptable* - No experience in the management, maintenance or operation of public or private Canoe/Kayak concession.

2. **Management firm's plan to provide required maintenance at the Nahanton Park Canoe/Kayak concession that would make available access to the Charles River easier for the public and the Canoe/Kayak renters.**

*Highly Advantageous* - Submission of a plan for maintenance at the Canoe/Kayak dock that would not require an increase in fees or require any funding from the City.

*Advantageous* - Submission of a plan for maintenance at the Canoe/Kayak dock that would require an increase in fees and not require any additional funding from the City.

*Not Advantageous* - Submission of a plan for maintenance at the Canoe/Kayak dock that would require an increase in fees and would require additional funding from the City.

*Unacceptable* - No maintenance plan submitted.

3. **Management firm's plan to provide additional incentives to increase the amount of use by Newton residents, by youth and seniors and to increase community spirit and public awareness of the Canoe/Kayak dock as a community resource.**

*Highly Advantageous* - A plan which sets forth at least three (3) specific incentives which will be offered by the management firm.

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 Canoe/Kayak rentals as a community resource. Such plan would involve no cost to the City.

*Advantageous* - A plan which sets forth less than three (3) specific incentives or sets forth incentives which are tentative and not in keeping with the character of the Canoe/Kayak as a community resource. Such plan would involve no cost to the City.

*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 Canoe/Kayak as a community resource.

4. **Accountability of Revenues. The management firm shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the Canoe/Kayak rental Concession.**

*Highly Advantageous* - A plan which specifically details an accurate method for recording and accounting for revenues that are taken in as part of the Canoe/Kayak rental Concession; and includes a comprehensive report describing the manner in which these revenues are reported to the City and how the amounts can be verified by the City; and identifies the person who would be submitting this information to the City.

*Advantageous* - A plan which generally describes an accurate method for recording and accounting for revenues that are taken in as part of the Canoe/Kayak rental Concession; and includes a report describing the manner in which these revenues are reported to the City and how the amounts can be verified by the City; and identifies the staff position who would be submitting this information to the City.

*Unacceptable* - A poor or no plan submitted; or does not sufficiently describe an accurate method for accounting for the revenues in as part of the Canoe/Kayak rental Concession; or does not have a method for the City to verify the accuracy of the numbers submitted; or does not present either the name or staff position of the person who would be submitting the information to the City.

## **B. CANOE/KAYAK RENTALS AND OUTINGS PROGRAM**

### **1. Teaching and Directing Staff**

The extent of the Canoe/Kayak Management Firm's personal, recent, direct experience teaching and supervising municipal Canoe/Kayak rental concessions.

--*Highly Advantageous*: Canoe/Kayak Management Firm has been personally supervising municipal Canoe/Kayak rental's steadily for at least the past five years up to the present day.

--*Advantageous*: Canoe/Kayak Management Firm has been personally on site supervising municipal Canoe/Kayak rentals steadily for at least the past three years up to the present day.

--*Not Advantageous*: Canoe/Kayak Management Firm has not been personally on site supervising municipal Canoe/Kayak rentals steadily during the past three years.

### **2. Promotions and Marketing**

The extent of Canoe/Kayak Management Firm's experiences promoting a municipal Canoe/Kayak rental program and/or a community Canoe/Kayak association by marketing directly to the public via an advertising campaign.\*

--*Highly Advantageous*. Canoe/Kayak Management Firm has at least five years' experience.

--*Advantageous*. Canoe/Kayak Management Firm has at least three years' experience.

--*Not Advantageous*. Canoe/Kayak Management Firm does not have at least three years' experience.

\*Note: Canoe/Kayak Management Firm is required to submit two paragraphs explaining how his/her promotion program worked and what success it achieved. Also required are samples of materials used in marketing campaign and evidence of numbers of years campaign was run.

### **3. The extent of experience promoting a municipal Canoe/Kayak program and/or a community Canoe/Kayak association through a mail marketing campaign.\***

--*Highly Advantageous*. Canoe/Kayak Management Firm has at least five years' experience.

--*Advantageous*. Canoe/Kayak Management Firm has at least three years' experience.

--*Not Advantageous*. Canoe/Kayak Management Firm does not have at least three years' experience.

\*Note: Canoe/Kayak Management Firm is required to submit materials used in municipal Canoe/Kayak program and/or community Canoe/Kayak program mail marketing campaign, including evidence of the year's campaign was run.

**4. The extent of experience promoting a municipal Canoe/Kayak program and/or a community Canoe/Kayak association through print media.\***

--*Highly Advantageous*. Canoe/Kayak Management Firm has at least five years' experience.

--*Advantageous*. Canoe/Kayak Management Firm has at least three years' experience.

--*Not Advantageous*. Canoe/Kayak Management Firm does not have at least three years' experience.

\*Note: Canoe/Kayak Management Firm is required to submit evidence used in print media campaign to substantiate claim of experience.

**5. The extent of experience promoting a municipal Canoe/Kayak program through the internet.**

--*Highly Advantageous*. Canoe/Kayak Management Firm maintains an Internet site for a municipal Canoe/Kayak rentals and outings program.

--*Advantageous*. Canoe/Kayak Management Firm maintains an internet site to market a non-municipal program, product or service other than Canoe/Kayak.

--*Not Advantageous*. Canoe/Kayak Management Firm does not use the internet to market a product or service.

**C. TOTAL LEADERSHIP OF A CANOE/KAYAK PROGRAM SERVING A POPULATION IN EXCESS OF 60,000 (The extent of Canoe/Kayak Management Firm's experience directing, promoting and administering a Canoe/Kayak program for a population in excess of 60,000).**

--*Highly Advantageous*. Canoe/Kayak Management Firm has at least five years' experience in a municipality with a population of 60,000 or more.

--*Advantageous*. Canoe/Kayak Management Firm has at least three years' experience in a municipality with a population of 30,000 or more.

--*Not Advantageous*. Canoe/Kayak Management Firm does not have at least three years' experience in a municipality with a population of 30,000 or less.

**D. CANOE/KAYAK OUTINGS**

**The ability of the management firm to organize, promote and conduct Canoe/Kayak outings.**

--*Highly Advantageous* – Canoe/Kayak Management Firm has more than five (5) years' experience managing Canoe/Kayak outings.

--*Advantageous* – Canoe/Kayak Management Firm has three (3) to five (5) years' experience managing Canoe/Kayak outings.

--*Not Advantageous* – Canoe/Kayak Management Firm has less than three (3) years' experience managing Canoe/Kayak outings.

--*Unacceptable* - Canoe/Kayak Management Firm has no experience managing Canoe/Kayak outings.

## **X. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT**

The contract will be awarded to the Proposer offering the most advantageous proposal, taking into consideration all evaluation 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 “qualified, responsible and responsive proposer” shall be defined as (i) a proposer which has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract and (ii) a proposer which has provided everything requested in this RFP.

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

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 reference check of such proposers fails to satisfy the City that the proposers is properly qualified to carry out the obligations of the contract.

**END OF SECTION**

Attachment A

**Price Bid Proposal**

Price Proposal – RFP #23-99 - Canoe/Kayak Rental Concession

**Canoe/Kayak Rental Concession**

This form must be completed and placed in a **separate** sealed envelope marked  
**Price Proposal - Canoe/Kayak Rental Concession**

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

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

Telephone / FAX #: \_\_\_\_\_

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

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

Proposer’s percentage of all gross revenues from the operation of the  
Canoe/Kayak Rental Concession and outings \_\_\_\_\_%<sup>2</sup>  
\_\_\_\_\_ Per Cent

Signature of Canoe/Kayak Management Firm: \_\_\_\_\_

Name of Canoe/Kayak Management Firm: \_\_\_\_\_

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

**END OF SECTION**

<sup>2</sup> Proposer’s guaranteed payment to the City: \$10,000/year.

# Attachment B

## Technical Proposal Cover Sheet

Price Proposal – RFP #23-99 - Canoe/Kayak Rental Concession

### Canoe/Kayak Rental Concession

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

#### Technical Proposal - Canoe/Kayak Rental Concession

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

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

Telephone / FAX #: \_\_\_\_\_

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

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

Signature of Canoe/Kayak Management Firm: \_\_\_\_\_

(Title) \_\_\_\_\_

Name of Canoe/Kayak Management Firm: \_\_\_\_\_

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

**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 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  
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**

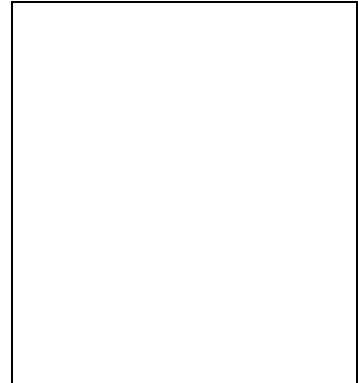
---

**Signature of person signing proposal**

---

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

*Affix Corporate Seal here*



City of Newton



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

Vendor

Re: Debarment Letter for RFP #23-99

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 <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:

- 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.

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

### 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. 23-99**

**Canoe/Kayak Rental Concession**

<b>Business Type Categories*</b>	<b>Select All That Apply</b>
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 the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal and are only provided here to demonstrate the type of forms the city will use when executing the final contract with the successful bidder.**

**CITY - CONTRACTOR AGREEMENT**  
**FOR**  
**CANOE/KAYAK RENTAL CONCESSION**

THIS AGREEMENT made this \_\_\_\_day of \_\_\_\_\_ in the year Two Thousand and Twenty Three by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

WHEREAS, the City needs the services of **Canoe/Kayak rental Concession** with respect to its Canoe/Kayak Programs; and

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

NOW THEREFORE, the parties agree as follows:

- I. 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:

**CANOE/KAYAK RENTAL CONCESSION**  
**§**

- II. 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 #23-99 (RFP) issued by the Purchasing Department;
- c. The RFP for the Supply and Delivery of Canoe/Kayak Rental Concession , 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.

- III. 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.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.



V. **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 staff to work with the Contractor. The Contractor shall have the use of the Nahanton Park Canoe/Kayak Dock, 455 Nahanton Street Newton, MA 02459.

VI. **TERM OF AGREEMENT.** The term of the awarded contract shall extend from **the date of contract execution through March 31, 2024 and may be renewed by the City for two (2) additional terms of 12-months each.**

VII. **PAYMENT PROCEDURES.** Contractor shall be required to remit the annual minimum guarantee paid in full by October 1 of each contract year to the supervisor assigned by the Commissioner of Parks, Recreation & Culture to oversee the program. Upon conclusion of each season and before November 15<sup>th</sup> the contractor shall submit a complete certified accounting of revenues to the parks and recreation Commissioner/designee.

**It is the intention of the City that the services hereunder shall be provided at no cost to the City (with the exception of the cost of utilities as described in Section N of the RFP.)**

VIII. **REPORTING PROCEDURES.** Prior to instituting any rentals and outings or other programs or events associated with the Canoe/Kayak Program, the Contractor is required to receive approval from the Commissioner of Parks, Recreation and Culture or his designee.

All fee structures associated with the Canoe/Kayak Management Firm and Maintenance Program are to be approved by the Commissioner of Parks, Recreation and Culture or his/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.

IX. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage, which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

X. **INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

XI. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

XII. **INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.

XIII. **TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Work or Purchase Order issued pursuant thereto in any one of the following circumstances:

- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
- b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

**XIV. INSURANCE.** The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c.152 as amended.

PUBLIC LIABILITY

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

VEHICLE LIABILITY

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

The City shall be named as additional insureds on the Contractor's Liability Policies.

**XV. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XVI. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XVII. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

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.

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 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 \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

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

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