

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
***CONTRACT FOR THE NEWTON PUBLIC SCHOOLS***

**REQUEST FOR PROPOSALS:**

**NEWTON COMMUNITY EDUCATION  
MULTI-SPORTS PROGRAM MANAGEMENT**

***RFP #17-24***

**Proposal Opening Date: October 27, 2016 at 10:30 a.m.**

**OCTOBER 2016**

**Setti D. Warren, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS #17-24**

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

**NEWTON COMMUNITY EDUCATION MULTI-SPORTS PROGRAM MANAGEMENT**

Proposals will be received until: **10:30 a.m., Thursday, October 27, 2016**  
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals a list will be created of all proposers names received and will be posted to the City's website: [www.newtonma.gov/bids](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 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., October 13, 2016**.

There will be no charge for contract documents.

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

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

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

All proposals shall be submitted as follows: (i) **one (1) original, three (3) paper copies of the Technical Proposal and (ii) one (1) ORIGINAL COPY of the Price Proposal.**

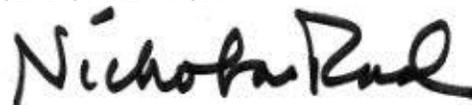
All City bids are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to [purchasing@newtonma.gov](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*  
October 13, 2016

**CITY OF NEWTON, MASSACHUSETTS**

**PURCHASING DEPARTMENT**

**OCTOBER 13, 2016**

**REQUEST FOR PROPOSAL #17-24  
NCE MULTI-SPORTS PROGRAM MANAGEMENT**

The City of Newton (City) on behalf of Newton Public Schools (NPS) is seeking proposals for a Contractor to manage youth and adult sports programs to be offered through its Newton Community Education (NCE) Program. In order to be considered, proposers must submit a plan describing how these management services are to be provided (“Plan”). The Plan shall provide for multiple activities per week based on demand and must include teaching plans for multi-sports and sport-specific clinics to be offered as school-year classes (Price Bid Proposal Line 1) and summer camps and vacation week classes (Price Bid Proposal Line 2). The successful proposer will be expected to provide programs which incorporate educational goals and skill development in accordance with the proposal requirements as described herein. The successful proposer must have at least five years of experience providing comparable sports programs to cities and towns or other agencies such as community education programs as described below under Scope of Services. Additional requirements are set forth in this Request for Proposal.

The City will enter into a contract with a Contractor and **shall extend for one year from the date of execution**. The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price, terms and conditions**. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. Services shall be rendered only as required. NCE reserves the right to cancel programs due to low enrollment.

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

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for NCE programs, comparative judgments relating to proposers’ background, experience and professional history, in addition to price, will be necessary. The City will therefore select from the proposals received the most advantageous proposal in accordance with M.G.L. c. 30B, §6.

It is essential that NCE retain the services of a Contractor with the appropriate background to operate NCE Multi-Sports programs (Lines 1 & 2) so that children and adults ages 2 and up can be offered a variety of professionally and expertly managed programs. Proposals shall consist of (i) a **technical proposal** which is fully responsive to the Request for Proposals (RFP) with the exception of the proposer’s price and (ii) a **price proposal**. The City’s Evaluation Committee shall review, evaluate and rate each proposer’s technical proposal. After the review and when the Evaluation Committee’s written evaluations are complete, the city will open price proposals. It is the policy of NCE to continually re-evaluate and improve the quality of sports programs being offered at an affordable price to its clients. Therefore, in order to achieve this policy, the City will award a contract, if it is determined that it is the City’s best interests, to the proposer NPS/NCE determines most advantageous. NCE is looking for proposals that will allow the operator to continually meet these goals and improve the quality of these sports programs being offered to the public. The RFP process will enable the City to provide higher ratings to management firms whose experience in operating these sports programs includes more than the minimally-adequate number of years of experience in such services.

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

**II. SCHEDULE**

**Key Dates for This Proposal:**

**October 13, 2016 at 10:00 a.m.**

**RFP Released**

**October 21, 2016 at 12:00 p.m.**

**Proposer questions deadline**

<b>October 27, 2016 at 10:30 a.m.</b>	<b>Proposal Submittal Date</b>
<b>November 07 -10, 2016</b>	<b>Proposer Interviews</b>
<b>November 18, 2016</b>	<b>Evaluations Completed</b>
<b>November 30, 2016</b>	<b>Contract Award</b>

It is anticipated that services will begin on December 1, 2016.

### III. SCOPE OF SERVICES/PROGRAM OVERVIEW

NCE offers various sports programs during the school year (Price Bid Proposal Line 1) and sports camps during the summer and sports programs during school vacation weeks as needed (Price Bid Proposal Line 2). Sports programs include, but are not limited to, soccer, baseball, T-ball, volleyball, basketball, kickball, flag football, floor hockey and ultimate Frisbee. The Contractor must be willing to offer additional sports as requested by NCE. The Contractor shall provide sports programs consistent with appropriate developmental stages for participants ages toddler through adult. These programs must combine skills development and educational goals, while increasing self-confidence and providing a fun, enriching experience for all involved.

The NCE multi-sports programs take place in Newton Public Schools or community buildings and on City of Newton athletic fields. NCE will be responsible for reserving facilities, registering participants, handling monies and publicizing programs. The Contractor must be able to work in a variety of settings and must return the spaces used to their original condition. Participants will be responsible for bringing a water bottle, a snack, and lunch for both summer camps and school vacation programs. Contractor **must supply all equipment needed for each type of sport or game for all programs.**

#### Program Overview

**Hours and Locations of Operation:** Hours of operation of the NCE Sports programs shall be determined by NCE in coordination with the Contractor. Locations shall be determined by NCE based on availability. Typical program operations are as follows:

**School-Year Programs:** School year programs run for one hour each week, on weekday afternoons, Saturday mornings, and/or other negotiated times for five or more consecutive weeks throughout the fall, winter, and spring. Fall and spring clinics will use fields; winter clinics are run in gymnasiums. There are currently no vacation-week programs.

**Summer Camps:** Summer camps run from the end of June through the end of August at Newton schools and their adjoining fields. Camps run weekly for half-days 9am to 12:30pm and full days 9am to 3:30pm. Full-day programs are not always offered.

Current tuition for all sports programs:

- Summer programs: \$175 - \$215 per week half days (lower price is for 4-day week)
- School year programs: \$125 for 6 weeks (1 hour per week).
- School vacation programs: not currently offered

NOTE: Length and pricing of programs are subject to change.

**Class Minimum and Maximum Numbers:** These will be determined by the Contractor in coordination with NCE. It is expected that classes will run with as few as 8 and as many as 30 students, and that the Contractor will add staff as needed to accommodate additional students.

**Class Cancellations:** Class cancellation decisions based on low enrollment will be made by NCE in cooperation with the Contractor. Weather-related cancellations will be made at the discretion of the Contractor and will be communicated by the Contractor to enrolled students. Contractor must maintain a weather hotline for student inquiries, and must check the city's Fields Hotline for guidance in making weather cancellation decisions.

**Special Considerations:** The Contractor shall accept participants with special needs and scholarship participants as determined by NCE and shall provide adequate supervision for students with special needs, including but not limited to food allergies.

**Maintenance:** The Contractor will accept all properties and facilities “as is” in their presently existing conditions and will strive to return these spaces to the conditions they are found in. Facility and custodial fees will be charged for use of Newton buildings and shall be the sole responsibility of the Contractor.

**Equipment:** The Contractor must supply all equipment needed for each type of sport or game. Equipment will remain the property of the Contractor and cannot be stored at the sites between sessions. For some sports, students may be asked to bring their own gear, such as gloves for baseball, but the Contractor must always have extras for students who come without that gear. Specific requests per sport will be arranged by the Contractor in partnership with NCE.

**Camp Licensing:** The Contractor must obtain and show proof of a summer camp license issued by the City of Newton Health Department. This may entail meetings with City personnel from the Inspectional Services and Fire Departments as well as the Health Department in order to receive required certificates and permits needed to run a camp. The Contractor shall collect and maintain on premises all health (summers only), liability and dismissal forms from participants and destroy all forms at the end of the season.

**Staff:** The Contractor shall provide female and male staffing ratios in accordance with current standards set forth by the Massachusetts Office for Child Care Services for Group Day Care and School Aged Programs. The Contractor must provide proof of health immunization records for all staff members.

**C.O.R.I. and S.O.R.I. Checks:** NPS requires every Contractor staff or volunteer member to submit to an annual C.O.R.I. and S.O.R.I. check and may be requested to be fingerprinted at no cost to the district before she/he is allowed to participate under the contract. NPS reserves the right to demand the removal of any staff member.

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

**Program Staffing Requirement:** An individual who is employed by the Contractor must qualify and serve as the on-site manager of the NCE Sports programs. Such an individual must have full authority to act for and bind the Contractor in all respects with regard to the operation of NCE Sports. This manager must be a full-time employee of the Contractor and must be available to NCE at all times. A ratio of one (1) professional staff per five (5) participants ages 2-6, and one (1) professional staff per 10 participants ages 7 and up must be adhered to for all summer camps. Appropriate staffing levels must be followed for school-year programs as well.

**Marketing:** The Contractor shall provide brochures (est. 10,000) with information specific to NCE offerings. Brochures must consist of at least one (1) page in black and white or color. NCE must approve content and design. **The Contractor shall distribute the brochures to every Newton elementary school on a spring date to be approved by NCE.**

**Program statistics over the past four (4) years:**

Total revenue for all programs is as follows:

**FY16: \$91,481 (school year - \$ 50,608 plus summer camps = \$40,873)**

**FY15: \$80,833**

**FY14: \$67,615**

**FY13: \$77,213**

Total enrollment for all programs is as follows:

**FY15: 626 (school year =408 plus summer camps = 218)**

**FY15: 599**

**FY14: 545**

**FY13: 606**

**Other Related Costs:** Total facility and custodial costs to be incurred by the Contractor for the duration of this contract are as follows:

Outside daily rate \$180 (use of fields and bathrooms)  
Inside daily rate \$270 (use of gyms and bathrooms)

The Contractor is expected to support NCE with scholarship assistance for needy students as requested. The expectation is approximately one scholarship per school-year term and three per summer, not to exceed \$800 per year.

Facility, custodial and any scholarship costs will be deducted from net income from Contractor's fees.

The contractor must meet the specific requirements as listed below.

**Contractor Requirements:**

- a. Both the Contractor and designated Program Manager must have a minimum of five (5) years' of experience serving towns/organizations in sports management. Contractor and Program Manager must have successfully managed comparable camps and clinics in multiple sports including Soccer, Basketball, Floor Hockey, Flag Football, Ultimate Frisbee, and other sports for kids ages 2-14, and adults. Program Manager must be easily accessible to NCE personnel.
- b. Contractor must have managed sports programs with at least five (5) towns/organizations within the past year. Please include a reference list of organization/towns and descriptions of successfully managing comparable programs.
- d. Contractor must have an advanced back-up plan for substitute coaches in the event that an immediate need arises.
- e. Contractor must provide samples of coach training materials and evaluations, and an employee handbook with their RFP submission.
- f. Contractor must show financial and operational stability and provide a profit/loss statement (will be kept confidential) for the two (2) prior years.

**Summer Camp Regulations:** Must show successful implementation of MA camp regulations (105 CMR 430.000) in at least five (5) towns within the past year. Please include list of towns/organizations and board of health contacts.

**IV. INSTRUCTIONS TO PROPOSERS**

1. **Issuing Office.** This RFP is issued by the City of Newton for NPS, acting on behalf of the NCE Program.

Inquiries involving procedural or technical matters should be directed to:

City of Newton  
Nicholas Read, *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459

or

By email: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

or

By facsimile at (617) 796-1227

2. **Submission of Proposals:** All proposals must be submitted in accordance with Massachusetts General Laws c.30B, §6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than October 27, 2016 and no later than 10:30 a.m. Faxed proposals will not be accepted.

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

Envelopes shall be marked:

**i. "TECHNICAL PROPOSAL - RFP #17-24 NCE SPORTS PROGRAM MANAGEMENT"**

**(One (1) original and three (3) copies.)** Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the page number providing documentation that demonstrates they have met each of the criteria listed.

**ii. "PRICE PROPOSAL – RFP #17-24 NCE SPORTS PROGRAM MANAGEMENT"**

**(One (1) copy only.)**

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

The City reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Any proposal that fails to include any material, information, or documentation specified in the proposal submission requirements will be considered non-responsive and will be rejected.

4. **Price Proposal.** The Contractor's compensation shall be derived solely from a percentage of the fees paid by NCE Sports students and the City shall have no independent liability to the Contractor pursuant to this RFP. The Price Proposals will be compared on the basis of what percentage of fees collected by NCE that the Contractor will be paid with the lowest percentage being deemed most desirable. The amount to be paid to NCE shall consist of a per student fee based on the class tuition, which is set by NCE in coordination with the Contractor. **The amount to be paid to the contractor by NCE shall consist of a percentage of the total tuition fees collected per program less the facility, custodial, and scholarship fees as stated above.**

Current tuitions include:

- **Summer programs: \$175-\$215/student for a week-long half-day programs (lower price is for week of July 4th.)**
- **School-year programs: \$125 for six-week classes**

5. **Technical Proposal.** The Technical Proposal shall consist of documentation that the proposer satisfies the Minimum Criteria set forth in Section V of this RFP, the proposer's response to the Comparative Criteria set forth in Section VI, and all other information requested in this RFP other than price.
6. **Acceptance of Proposal Content.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.

7. **Proposal Expenses.** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the Newton Public Schools or the City.
8. **Proposer Review of Existing Operation.** Any questions as to the RFP or the current operation of the NCE Sports Courses or Camps must be received by **October 21, 2016 by 12:00 p.m.** and addressed to:

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

9. **Contract and Term.** The term of the contract shall extend from day of contract execution through August 31, 2017. There will be two (2) one (1) year renewal options available through August 31, 2019 at the sole discretion of and approval by the City, with no change in the contract terms and conditions and price. **This RFP is released in order to work with awarded Contractor in time to plan the next term's schedule and so it can be advertised in NCE catalogs and brochures in advance of the term's start.**
10. **Method of Payment.** All tuition funds shall be collected by NCE and deposited into the NCE Revolving Accounts. Contractor will bill NCE at the completion of each program based on class enrollment numbers, which will be provided by NCE. All facility, custodial or scholarship fees will be deducted from submitted invoices.
11. **Prompt Payment Discounts.** Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
 Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
 Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

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

A. **Commercial General Liability** insurance must be provided by insurance companies authorized to do business in the Commonwealth of Massachusetts. A Certificate of Insurance indicating this coverage (see below) must be submitted with the proposal. **The City shall be named as additional insured on the Contractor's Liability Policies** with not less than the following limits:

General total aggregate	\$3,000,000
Products - completed operation aggregate	\$1,000,000
Personal and advertising - injury	\$1,000,000
Each occurrence	\$2,000,000
Fire damage	\$100,000
Medical expense	\$5,000

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

B. **Workers Compensation** insurance shall be required under the Laws of the Commonwealth of Massachusetts. The City of Newton shall be named as additional insured on all policies obtained by the management firm. All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts.

13. **Facilities/Utilities** Total facility and custodial fees to be payable by the Contractor for the duration of this contract are as follows:  
 Outside daily rate \$180 (use of fields and bathrooms)  
 Inside daily rate \$270 (use of gyms and bathrooms)

- 14. Force Majeure.** Neither the City nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
- 15. Termination.** Contractor shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
- 16. Non-discrimination/Equal Opportunity.** Contractor shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City of Newton facilities.
- 17. Assignment.** Contractor shall not assign or subcontract any portion of the operation without prior written approval from NCE.
- 18. Independent Contractor.** Contractor and its employees will operate as an independent contractor and are not considered to be NCE employees.

## V. TECHNICAL PROPOSAL - MINIMUM CRITERIA

All proposals must have a section in their proposal labeled MINIMUM CRITERIA and must provide all necessary documentation as evidence that they meet each of the following minimum criteria in order to be considered for further evaluation. If you have placed your documentation elsewhere in this Technical Proposal, you shall indicate the page number where that documentation can be found within your Technical Proposal. **If documentation or identification of page number is not clearly evident for each criteria, the proposal may be deemed unresponsive.**

**Proposers not meeting the Minimum Criteria may be eliminated from further consideration.**

1. Contractor must be a MA company/corporation (a 'C' corporation, LLC entity unto itself) with ownership that has been in place for at least five (5) years.
2. Contractor has a minimum of five (5) years' favorable experience providing sports management services for public school districts, cities, towns, or community education organizations, and must have at least three (3) references from comparably-sized programs.
3. Contractor has successfully managed a minimum of five (5) public school district sports programs in the Northeast in the last year. Provide at least three (3) examples of having successfully implemented sports management programs that fully satisfied the school, federal, and state law needs and requirements.
4. Approved license to run a sports camp within the Commonwealth of Massachusetts, as issued by the local Board of Health. The Contractor must list eight (8) favorable municipal Board of Health references and demonstrate they have run a minimum of 25 camps within the past calendar year meeting 105 CMR 430.000 standards.
5. The Contractor must have an office or full-time employee available at a distance of no more than ten (10) miles from NCE's office at Newton North High School in order to respond in a timely manner to any class-related emergency.
6. Executed Certificate of Non-Collusion – Attachment C
7. Executed Attestation - Certificate of Compliance with State Tax Laws, M.G.L. c. 62C, §49 – Attachment D
8. Contractor must submit with its proposal a comprehensive list of assumptions referencing class enrollment and participation growth.

## VI. TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

Each Proposer's plan and qualifications shall be evaluated based on the following Comparative Criteria:

### 1. Interviews

The Evaluation Committee will schedule interviews with all proposers who have met the Minimum Criteria and are responsive to this RFP. At the start of the interview, the proposer will have up to fifteen (15) minutes to present a company background and presentation. The Evaluation Committee will prepare five (5) questions, which will be asked of all proposers after the presentation.

**Highly Advantageous:** Proposer representative(s) were present, communicated a comprehensive plan of action, and successfully responded to all five (5) questions from the Evaluation Committee.

**Advantageous:** Proposer representative (s) were present, communicated a comprehensive plan of action, and successfully responded to a minimum of four (4) of the five (5) questions from the Evaluation Committee.

**Unacceptable:** Proposer representative (s) were present but did not communicate a comprehensive plan of action or successfully responded to fewer than four (4) of the five (5) questions from the Evaluation Committee.

### 2. Experience – School-Year Programs

Specify programs available for various age groups, from toddlers to adults, and any women or girls-only programs. Proposer must have run each of these proposed programs in other municipalities for a minimum of five (5) years. Plan must include which programs have been offered and for how many years.

**Highly advantageous:** Specify a minimum of ten (10) programs proposer has offered other municipalities/organizations for a minimum of five (5) years for youth and at least two programs offered for adults, with one offered for women.

**Advantageous:** Specify six (6) to nine (9) programs proposer has offered other municipalities/organizations for a minimum of five (5) years for youth of various ages and one program for adults.

**Unacceptable:** Fewer than six (6) programs offered for toddlers and adults and/or proposer has fewer than five (5) years of experience managing each.

### 3. Experience – Summer Camps

Specify programs offered for various age groups, including any girls-only programs. Include sport-specific and multi-sport options. Proposer must have run each of these programs in other municipalities for a minimum of five (5) years. Plan must include which programs have been offered and for how many years.

**Highly advantageous:** Specify a minimum of seven (7) various summer camp programs proposer has offered other municipalities/organizations for a minimum of five (5) years.

**Advantageous:** Specify four (4) to six (6) programs proposer has offered other municipalities/organizations for a minimum of five (5) years.

**Unacceptable:** Fewer than four (4) programs offered for toddlers and adults and/or proposer has fewer than five (5) years of experience managing each.

### 4. Management Expertise

Please provide detailed background, experience, and roles of Proposer Owner and NCE-specified designated full-time Program Manager.

**Highly advantageous:** Designated Program Manager has more than five (5) years of experience directing sports programs as a full-time employee. Proposer has a detailed immediate response back-up staff plan and offers qualified candidate(s) to back-up Manager and other staff.

**Advantageous:** Manager has three (3) to five (5) years of experience directing sports programs as a full-time employee. Proposer has a detailed immediate response back-up staff plan and offers qualified candidate(s) to back-up Manager and other staff.

**Unacceptable:** Owner and/or Manager has less than three (3) years of experience managing sports programs and/or has not provided a detailed immediate response back-up staff plan.

## 5. Marketing and Promotions

NCE produces four catalogs and three Kids brochures per year. Proposer will contribute towards advertising efforts by supplementing those materials with sports-specific advertising materials produced within NCE graphic standards. Included in these tasks, the proposer will produce and deliver color sports-specific flyers at least once a year and list NCE programs on its website and direct customers to NCE's website or office. Proposer will adapt to trends in youth sports and develop new programs to address perceived demand.

**Highly advantageous:** Proposer will provide a detailed advertisement plan with at least five (5) concrete tasks aimed at increasing class enrollment. Proposer must also show successful implementation of at least three new program offerings that attracted new audiences or grew existing customer base in multiple towns.

**Advantageous:** Proposer will provide a detailed advertisement plan with at least three (3) concrete tasks aimed at increasing class enrollment. Proposer must also show successful implementation of at least three new program offerings that attracted new audiences or grew existing customer base in multiple towns.

**Unacceptable:** Proposer provides fewer than three (3) concrete tasks aimed at increasing class enrollment.

## VII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the responsive and responsible proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposers who 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 60 days after the deadline for submission of proposals.

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

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

## VIII. PROPOSAL SUBMISSION REQUIREMENTS

1. **Price Proposal.** Contractor's fee (percentage of gross income) to be paid by NCE shall be submitted on the Bid Price Proposal **Attachment A**. This completed form shall be signed by an authorized representative of the proposer.
2. **Technical Proposal.** Proposer's Technical Proposal shall be signed by a duly authorized representative of the proposer and submitted on **Attachment B** and shall include narrative descriptions for Comparative Criteria contained in Section VI, as well as all other information requested in this RFP other than price.. Each narrative description shall be typewritten on a separate page with the item number and category at the top and the name of the proposer at the bottom.
3. **Addenda.** Addenda, if any, 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 or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#17-24) you would like to be recorded as taking out. It is the contractors sole responsibility to ensure that they have received all addenda's prior to the RFP submittal date.

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

**Attachment A**

**NCE Multi-Sports Management Programs**

**Price Bid Proposal**

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

**“RFP #17-24 NCE MULTI-SPORTS MANAGEMENT PROGRAMS PRICE PROPOSAL”**

Price Proposal - NCE Sports Programs

Name of Firm or Individual Submitting Bid: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

School Year Site \_\_\_\_\_

Dates of Operation \_\_\_\_\_

**1. Above Proposer will charge NCE, % \_\_\_\_\_ (percent) of the gross revenue from the operation of the school year multi-sports management programs.**

Summer or Vacation Camp Site \_\_\_\_\_

Dates of Operation \_\_\_\_\_

**2. Above Proposer will charge NCE, % \_\_\_\_\_ (percent) of the gross revenue from the operation of the summer camp and vacation week multi-sports management programs.**

Signature of Proposer \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

## Attachment B

### NCE Multi-Sports Management Programs

#### Technical Proposal

This form and accompanying materials must be completed and placed in a separate sealed envelope marked  
“RFP #17-24- SPORTS MANAGEMENT – TECHNICAL PROPOSAL”

This proposal includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Name of Proposer: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Signature of Duly Authorized Representative of Proposer:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
*(Please print clearly)*

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**RFP #17-24 – SPORTS MANAGEMENT– TECHNICAL PROPOSAL”**

[Proposer’s Management Plan]

**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

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

**“RFP #17-24 – NCE MULTI SPORTS PROGRAM MANAGEMENT – TECHNICAL PROPOSAL”**

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

- 1. FIRM NAME: \_\_\_\_\_
- 2. WHEN ORGANIZED: \_\_\_\_\_
- 3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- 4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

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

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

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

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

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

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

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

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

**END OF SECTION**

**ATTACHMENT C**

**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

City of Newton



Mayor  
Setti D. Warren

**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

Contractor

Re: Debarment Letter for Invitation For Bid #17-24

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

**III. Debarment:**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Company)  
(Address)  
(Address)

PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <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 ▶	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:

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,

## **CONTRACT FORMS**

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

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

**CITY – CONTRACTOR AGREEMENT  
FOR  
NCE SPORTS PROGRAMS MANAGEMENT SERVICES**

This Agreement is entered into by and between \_\_\_\_\_, (hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Director of Newton Community Education but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of NCE SPORTS MANAGEMENT and

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

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Attached Documents

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

-- NCE's Request for Proposal No. #17-24, dated October 13, 2016, issued by Nicholas Read, Chief Procurement Officer (hereinafter "Request for Proposals");

--Technical and Price Proposal of \_\_\_\_\_, each dated \_\_\_\_\_, 2016 and signed by \_\_\_\_\_, (hereinafter, "Contractor's Proposal");

2. Scope of Work

The Contractor shall perform the tasks outlined in the Request for Proposal, "Scope of Services". The Director of Newton Community Education shall designate a contact person from his/her staff to work with the Contractor. The Contractor shall have the use of the City of Newton's facilities with payment of custodial and rental fee as described on page five (5) of this project manual.

3. Term of Agreement

**The term of the contract shall extend from day of contract execution through August 31, 2017. There will be two one-year renewal options available through August 31, 2019** at the sole discretion and approval by the City, with no change in the contract terms and conditions and price.

4. Payment Procedures

Contractor will bill a percentage of the tuition as determined by this contract at the conclusion of each program.

5. Reporting procedures

Prior to instituting any lessons or other programs or events associated with the NCE Sports Programs, the contractor is required to receive approval from the NCE Director or his or her designee.

All fee structures associated with the NCE Sports Programs are to be approved by the NCE Director or his or her designee prior to implementation.

6. Indemnification

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

7. Insurance

The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) total general aggregate and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name NPS as an additional insured and the certificate must reflect this status.

8. Governing Law

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

9. Non-assignability

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

10. Entire Agreement

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

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

*Chief Procurement Officer*

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

*School Committee Chair*

*Affix Corporate Seal Here*

Date \_\_\_\_\_

Monies are obligated by this agreement are available in account number N/A – Zero funds needed. Cost of contract is a percentage of revenue collected.

Approved as to Legal Form and Character

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

By \_\_\_\_\_

*Associate City Solicitor*

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

CONTRACT APPROVED

Date \_\_\_\_\_

By \_\_\_\_\_

*Mayor or his designee*

Date \_\_\_\_\_

**ATTACHMENT D**

**CERTIFICATION OF TAX COMPLIANCE**

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

\_\_\_\_\_  
\*\*Signature of Individual (Mandatory)

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

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

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

**OR**

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

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory)

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

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

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

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

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