



**ADMINISTRATION & FINANCE
PURCHASING DIVISION
CITY OF WORCESTER
ROOM 201, CITY HALL
455 MAIN STREET
WORCESTER, MA 01608
(508) 799-1220**



ISSUANCE DATE: October 13, 2021

Christopher J. Gagliastro, MCPPO, Purchasing Agent

REQUEST FOR PROPOSALS ~ RFP No. CR-7691-W2

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
NOTICE TO PROPOSERS**

RFP TITLE: Property Lease – Fitness Center Operations – Senior Center / Elder Affairs

All proposals are subject to the terms, conditions, and specifications herein set forth:

1. Scope: The City of Worcester is soliciting proposals from qualified vendors to provide fitness center operational services at the Senior Center for a period from March 1, 2022 through June 30, 2023. The contract may be extended for two additional one year periods, at the sole discretion of the City, per the terms of this RFP. Please refer to pricing pages located at end of scope of services section.

Proposals are due at the City of Worcester Purchasing Department, Room 201, City Hall, Worcester, Massachusetts 01608 no later than 10:00 AM on November 24, 2021.

Any prospective Proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Department only. No changes will be considered or any interpretation issued unless such request is submitted to the City of Worcester within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before the scheduled proposal submission date.

Any inquiries must be submitted in writing to:

**Christopher J. Gagliastro, Purchasing Agent
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608**

Email address: gagliastroc@worcesterma.gov

2. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
3. The following meanings are attached to the defined words when used in the RFP.
 - a. The word “City” means the City of Worcester, Massachusetts.
 - b. The word “Proposer” means the person, firm, or corporation submitting a proposal in response to these specifications.
 - c. “Master Lessee” means the Proposer that takes operational control and leases the commercial space.
 - d. “Minimum and Mandatory Evaluation Criteria” means the criteria for determining responsiveness and responsibility considered to be essential for the satisfactory operational control and leasing of the space.
 - e. “Comparative Evaluation Criteria” means the criteria for determining the relative merits of both the proposed plans for the commercial space and the proposed Master Lessee.
4. All proposals and other documents relating to this RFP are subject to the public records provisions of Massachusetts General Laws (M.G.L.), Chapter 30B (c.30B), and shall remain confidential until the time specified in c.30B section 6(d).
5. All materials submitted by the Proposer become the property of the City of Worcester. The City is under no obligations to return any of the material submitted by a Proposer in response to this RFP.
6. Each Proposer’s proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
7. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
8. The City will review and analyze each proposal and reserve the right to interview selected Proposers. The City shall select the Proposer that has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
9. The Proposer must certify that no official or employee of the City of Worcester has interest in this proposal or in the Contract Agreement which the Proposer offers to execute or in expected profits to arise there from, unless there has been compliance with the provisions of Massachusetts General Law (M.G.L.) Chapter 43, section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

10. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP and may incorporate the terms of this RFP and of the proposal selected.
11. It is understood and agreed that it shall be a material breach of any Contract Agreement resulting from this RFP for the Master Lessee to discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or medical handicap. The Master Lessee agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; M.G.L. Chapter 151B. Section 4 (1); and all relevant administrative orders and executive orders.
 - b. If a complaint or claim alleging violation by the Master Lessee of such statutes, rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Master Lessee agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.
 - c. In the event of non-compliance with any of the provisions of this RFP on the part of the Master Lessee, the City shall impose such sanctions as it deems appropriate, including but not limited to termination or suspension of the Contract Agreement.
12. The Master Lessee shall not assign, transfer, sublet, convey, or otherwise dispose of any Contract Agreement which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Master Lessee attempt any of the above without written consent of the City, the City reserves the right to declare the Master Lessee in default and terminate the Contract Agreement for cause.
13. The award to the successful Proposer may be cancelled in the event of nonperformance as may be determined by the City.
14. The successful Proposer shall comply with all applicable federal, state, and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
15. No amendment to the Contract Agreement shall be effective unless it is in writing and signed by authorized representatives of all parties and is accepted by the City of Worcester.
16. The Master Lessee (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the Master Lessee. The Master Lessee shall also bear the risk of loss or damage to leased or rented equipment used at the site, however, to such conditions and limitations as may be stated elsewhere in the Contract Agreement.
17. None of the services to be provided by the Master Lessee pursuant to the Contract Agreement shall be subcontracted or delegated to any other organization, association,

individual, corporation, partnership, or other such entity without the prior written consent of the City. No subcontract agreement or delegation shall relieve or discharge the Master Lessee from any obligation or liability under contract except as specifically set forth in the instrument of consent. Any subcontract agreement to which the City has consented shall be attached to the original Contract Agreement on file with the City of Worcester.

18. The Master Lessee represents that no person, other than bona fide employees working solely for the Master Lessee, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this Contract Agreement. For breach or violation of the representation, the City shall have the right to annul the Contract Agreement without liability or in its discretion to deduct from the Contract Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
19. Any Contract Agreement made by the City of Worcester in which the Purchasing Agent or any employee of his department, the heads of using agencies or any other officer or employee of the City have a part in the placing of such Contract Agreement is financially interested, directly or indirectly, shall be void.
20. The Master Lessee must be current in taxes and all water and sewer liabilities on any and real estate owned in the City of Worcester, as well as state and federal taxes.

SUBMISSION OF PROPOSALS

Proposal must be submitted in one package according to the instructions below.

A sealed package containing the original, plus four (4) copies & one (1) PDF copy on USB Drive of the proposal must be labeled as follows:

**Purchasing Agent, City of Worcester
Property Lease, Fitness Center Operations / Senior Center
455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-7691-W2

Late submissions will be rejected, regardless of circumstances. The City is not responsible for submittals not properly marked.

RFP EVALUATION

1. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
2. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) **HIGHLY ADVANTAGEOUS** - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) **ADVANTAGEOUS** - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) **NOT ADVANTAGEOUS** - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) **UNACCEPTABLE** - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

3. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ **Telephone No.** _____

Home Address _____

Zip Code _____ **Telephone No.** _____

(Note: This Form must be included in the proposal submission)

(2) If a Partnership, full names and addresses of all partners

Name

Address

Zip Code

Business Address _____ **Zip Code** _____

Tel. No. _____

(3) If a Corporation

**Full Legal
Name:** _____

State of Incorporation: _____ **Qualified in Massachusetts? Yes** _____ **No** _____

Principal Place of Business _____
_____ **Street** _____ **P.O. Box**

_____ **City/Town** _____ **State** _____ **Zip** _____ **Phone** _____

Email: _____

Place of Business in Massachusetts _____
_____ **Street** _____ **P.O. Box**

_____ **City/Town** _____ **State** _____ **Zip**

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ **Admitted in Massachusetts ?** **Yes** ____ **No** ____

Principal Place of Business _____
_____ **Street** _____ **P.O. Box**

_____ **City/Town** _____ **State** _____ **Zip**

Place of Business in Massachusetts _____
_____ **Street** _____ **P.O. Box**

_____ **City/Town** _____ **State** _____ **Zip**

LIST OF APPENDICES

1. Appendix A – Certificate of Non-Collusion
2. Appendix B – Certificate of Tax Compliance
3. Appendix C – Proposer Entity Disclosure Statement

APPENDIX A
Certificate of Non-Collusion

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE
FOLLOWING CERTIFICATION MUST BE PROVIDED:

A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

“The undersigned certifies under penalties of perjury that this bid or proposal has been made 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 of individuals.”

(Please Print)

Name of Person Signing Bid: _____

Signature of Person Signing Bid: _____

Date: _____

Title: _____

Address & Email: _____

No award will be made without Bidder certification of the above.

APPENDIX B

Certificate of Tax Compliance

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

Date: _____

Pursuant to M.G.L. Ch. 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Return and Paid ALL Mass. State and City Taxes Required under Law.

Company Name _____

Street and No. _____

City or Town _____

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

Email _____

Social Security No.

or

Federal Identification No. _____

Certified by State Supplier Diversity Office (SDO)

Yes _____ Date of Certification _____

Authorized Signature

APPENDIX C
Proposer Entity Disclosure Statement

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS	ZIP CODE	TEL. #
Business: _____	_____	_____
Home: _____	_____	_____

(2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS	ZIP CODE	TEL. #
_____	_____	_____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____ Zip Code _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

Give the following information regarding Surety Company:

Full Legal Name of Surety Company:

State of Incorporation: _____

Principal Place of Business: _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

NOTE: The Office of the Attorney General, Washington, D.C. requires the following information on all proposals amounting to \$1,000.00 or more.

E.I. Number of Proposer _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN," U.S. Treasury Department Form 941.

Authorized Signature of Proponent:

Title: _____

Date: _____

Real Property Disclosure Statement For Transactions with a Public Agency ~ M.G.L. c. 7C, s. 38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord

____ Lessee/Tenant

____ Seller/Grantor

____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐ NONE

NAME:

POSITION:

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

Scope of Services/ Requirements
City of Worcester
Health and Human Services Division of Elder Affairs
Fitness Center Operation at Worcester Senior Center

The City of Worcester is seeking proposals from qualified entities to operate a newly renovated and equipped fitness facility within the Worcester Senior Center (WSC) for a projected term of March 1, 2022-June 30, 2023. Two additional one (1) year extensions will be awarded at the discretion of the City of Worcester.

The fitness facility will supplement the WSC's current health and wellness programming which was established in the year 2000 and will continue to be offered and administered by the WSC. To date, activities led by certified instructors assist seniors to take charge of their health by participating in various classes including aerobics, Zumba, strength, flexibility and balance training, tai chi, yoga and more. While small equipment such as bands, balls, and weights are utilized in current classes, the new facility will be equipped with at least 10 pieces of state of the art exercise equipment to build cardio vascular and muscular strength (see attachment A for list).

In addition, it is intended that the facility will be open certain hours as a benefit for city employees who wish to work-out using this equipment. While various health and wellness benefits are provided to employees currently, this will serve as a new, convenient, low or no cost option for exercising before or after their jobs. The equipment (attachment A) is adjustable to address many levels of fitness, with features that make it easier and safer to use for the older population and thus also for employees of all ages.

SCOPE OF SERVICES:

1. After a brief pilot, at least one qualified individual will be present to supervise the fitness center during the following operating hours:
Open to seniors 9 am- 4 pm Mon-Fri.
Open to city employees 6 am-8 am and 4 pm-8 pm Mon-Fri.
Open to seniors & city employees 8 am-noon Sat-Sun.
2. Qualified individuals shall include a full time certified fitness instructor to serve as Director as well as part-time certified instructors, some of whom have specialized training and experience working with the older population.
3. The Director will be responsible for recruiting, hiring, training and managing all professional fitness center staff, substituting for them to ensure full coverage.
4. The Director will also be responsible for recruiting, hiring, training and managing all part-time cleaning staff to ensure a safe and clean environment by maintaining the cleanliness of the rooms, equipment, restrooms and showers. Provision and use of "green" consumable products will be the Director's responsibility, e.g. toilet paper, paper towels, cleaning supplies. (see attached B for building plans and areas of responsibility-cleaning checklist)

5. The Director will ensure that: all equipment and supplies are in good working order and ensure that preventive maintenance is performed per the equipment vendor contract.
6. The Director will supply all consumables and small equipment needed to operate the Center except for the major equipment installed in the room. Consumables include but are not limited to anti-bacterial wipes, mats, bands, balls and cleaning supplies.
7. The Director will ensure that all professional staff maintain appropriate licenses and certifications and will provide copies to WSC staff upon request of same.
8. The Director will register all participants with the WSC as well as maintaining a separate registration system for the Fitness Center use. At minimum, this will include liability waivers and emergency contact information.
9. The Director will propose rules and guidance for the proper use of the Fitness Center including, but not limited to, issues related to operations (e.g. time limits for equipment use), behavior (e.g. respectful interactions with others), and safety (e.g. use equipment as instructed; covid precautions). The Senior Center administration will have final approval of such rules/guidance which may change based on experience and public health conditions.
10. The Director will ensure that every participant is fully oriented to the proper use of the Fitness Center.
11. The Director will submit invoices and participation data reports to the City on a monthly basis, subject to fiscal and programmatic audits of supporting records.
12. The Director will work closely with WSC administration to coordinate and publicize programs/services, maintain security and safety, evaluate the impact of the fitness center, and provide a positive experience within the WSC.
13. The Director will utilize WSC protocols to open and close the building securely.

The City will provide the selected proposer with the following items / services relative to this contract:

1. Adequate space and equipment per Attachments A & B.
2. Electronic security system.
3. Use of WSC public amenities and utilities including a well maintained parking lot.

4. Interpretation and translation for senior participants' orientations when needed.
5. Criminal Offender Records Information (CORI) History checks for all Fitness Center staff (mandatory).
6. Publicity via the monthly Senior Scoop newsletter, the City's employee newsletter and other resources.
7. Consultation and problem solving assistance particularly related to participant behavior or needs, as well as assisting with the evaluation of the program impact.
8. Opportunities to collaborate with other WSC activities.

Minimum Evaluation Criteria (A cost proposal must be submitted under separate cover)

Acceptable proposers **must** meet all of the minimum evaluation criteria identified below. Proposers **shall submit a written narrative response** indicating their abilities to meet or exceed the evaluation criteria. Proposers that cannot meet the minimum evaluation criteria or do not have a written response to each minimum evaluation criteria shall not be considered further. Any false or misleading responses shall result in removal from consideration.

1) Fitness Center / Exercise Program Experience

Proposer shall provide a list of current and/or past fitness center / exercise program experience within the last ten years. List must include name and location of operations, facility capacity, program size. At a minimum, proposer must have at least three years' experience operating a fitness center or exercise program within the last ten years.

2) Licenses / Certifications

Proposer must hold a national fitness training certification. Please provide copy of certifications for individuals that will service this agreement.

3) References

Proposer shall provide a list of references (minimum of three) from individuals or organizations that they have worked with within the last ten years in providing similar services to those described in this RFP. List must include name, phone number, email address.

The City reserves the right to serve as its own reference.

4) Plan of Services

Proposers shall provide a plan of services (including a staffing plan) describing, in detail, how they will complete all tasks associated with the City's scope of services.

Comparative Evaluation Criteria

Proposals meeting the minimum criteria will be further evaluated based on the comparative criteria noted below. **Proposals shall include a narrative and other information demonstrating the proposer's experience and knowledge with respect to these criteria.**

The City's evaluation committee may, in order to seek clarification on the proposal, contact a select number of qualified entities before making the final decision. ***Proposals shall be responsive to each of these criteria.***

1) Experience of Vendor and Director

The City seeks a vendor that has extensive, demonstrated experience in providing and administering fitness and exercise programs in a public setting.

Highly Advantageous: Proposer / Director have significant demonstrable experience with seven or more years' experience in operating a fitness center and/or exercise programs. Director and instructors have 3 or more national certifications.

Advantageous: Proposer / Director have some reasonable experience with four to six years' experience in operating a fitness center and/or exercise programs. Director and instructors have more than one national certification.

Not Advantageous: Proposer / Director have limited experience with less than four years' experience in operating a fitness center and/or exercise programs. Director and instructors have one national certification.

2) Experience working with older populations, age 50+

The City seeks a vendor that has significant working experience with individuals and groups of individuals age 50 and older.

Highly Advantageous: Proposer / Director have worked with older populations for seven or more years which include multiple fitness programs designed for older individuals (please list).

Advantageous: Proposer / Director have worked with older populations for four to six years which include at least one fitness program designed for older individuals (please list).

Not Advantageous: Proposer / Director have worked with older populations for less than four years which have not included fitness programs designed for older individuals.

3) Ability to offer Specialized Coaching / Classes

The City seeks a vendor that has the ability to offer small group and personal training coaching classes of a specialized nature to accommodate the diversity of clients utilizing the equipment, e.g. cardio, strength, balance.

Highly Advantageous: Proposal offers five or more coaching classes designed to accommodate all types of diverse individuals.

Advantageous: Proposal offers up to one to four coaching classes designed to accommodate all types of diverse individuals.

Not Advantageous: Proposal offers no additional coaching classes.

4) Plan of Services:

The City seeks a vendor that can provide a comprehensive plan of services and methodology for providing all items under the city's scope, demonstrating an understanding of how to utilize the equipment appropriately for diverse ages and abilities.

Highly Advantageous: Proposal provides a high quality, complete and detailed plan of services and methodology for providing all items required under the City's scope with value-added benefits for WSC clients.

Advantageous: Proposal provides a good quality and complete plan of services and methodology for providing all items required under the City's scope.

Not Advantageous: Proposal provides a limited plan of services and methodology for completing all items required under the City's scope.

5) References:

The City seeks a vendor that has a proven track record in the field of fitness and exercise programs having worked with many individuals and organizations in the last ten years.

Highly Advantageous: Proposal includes ten or more favorable references from previous clients or organizations that have worked with the vendor on the service of fitness and/or exercise programs over the last ten years. Each of the references still work with, or would work with the vendor again.

Advantageous: Proposal includes four to nine favorable references from previous clients or organizations that have worked with the vendor on the service of fitness and/or exercise programs. Some of the references still work with, or would work with the vendor again.

Not Advantageous: Proposal includes the minimum of three favorable references from previous clients or organizations that have worked with the vendor on the service of fitness and/or exercise programs. Some of the references still work with, or would work with the vendor again.

6) Interview / Oral Presentation of Services (if applicable)

Highly Advantageous: The proposer's presentation was conducted by the individuals who will perform the services and included thorough, highly detailed information regarding how the vendor will complete the scope of services. The presentation included relatable examples and dialog from programs and services performed for other similar clients.

Advantageous: The proposer's presentation was conducted by some of the individuals who will perform the services and included adequately detailed information regarding how the

vendor will complete the scope of services. The presentation included one relatable example and dialog from programs and services performed for other similar clients.

Not Advantageous: The proposer's presentation was conducted by the vendor's sales team and not the individuals who will perform the services. It includes some information regarding how the firm will complete the scope of services, but was not clear as to the firm's ability to comply with the stated scope of services. The presentation included no examples and dialog from programs or services performed for other similar clients.

Attachment A
LIST OF EQUIPMENT FOR WORCESTER SENIOR CENTER'S FITNESS CENTER

NAME OF EQUIPMENT	QUANTITY
Landice L7 Pro Sports treadmill	3
Landice E9 Elliptical Achieve	2
Cycle	2
Landice recumbent cycle	2
Keiser M7i Total body urg (ADA)	1
Keiser 250 Leg curl2/range	1
Keiser 250 Leg ext w/range	1
Keiser 250 shoulder press	1
Keiser 250 upper back	1
Keiser 300 leg press	1
Keiser 350 Biaxial Chest Press	1
Keiser Performance Trainer (ADA)	2
Inflight fitness Functional trainer (ADA)	1
VTX rubber dumb bell set 3-50	1
Stability Balls (assorted)	3
Fitness Mats	10
Inflight fitness bench	1

Rev. 8.27.21

Attachment B: Cleaning Checklist

Daily Check List (more than 1/day as needed & per covid protocols)		Week ending:	_/_/20_				
Toilet, Shower & Changing Room Cleaning	Mon.	Tues.	Wed.	Thurs.	Fri .	Sat.	Sun.
(1 st flr: 2 changing rooms; 2 nd flr: 3 changing room; 2 shower/toilet restrooms; 1 toilet only restroom)							
Shower stall & fixtures cleaned							
Toilets cleaned							
Sinks cleaned							
Floor Washed							
Mirrors cleaned							
Doors and Handles cleaned							
Changing Rooms cleaned							
Trash receptacles emptied							
Spray sanitization of area							
Restock toilet paper, paper towels, soap/cleaning supplies (all "green")							
Fitness Equipment Room							
Floor washed							
Equipment wiped clean & confirmed in working order per manufacturer's maintenance guidelines							
Trash Receptacles emptied							
Room spray sanitized							
Mats, balls, dumbbells etc cleaned/organized.							
Bench & cubbies wiped clean							
Sanitizing wipes/hand sanitizer restocked.							
Weekly Check List							

Walls & windows cleaned							
Reception desk, phone, any other furniture & fixtures cleaned.							
New stairwell cleaned (floors, landings, stairs, railings, door handles)							
Quarterly							
Clean under all equipment.							
Semi-annually							
Arrange for preventive maintenance under equipment contract.							

PRICE PROPOSAL

TO BE SUBMITTED UNDER SEPARATE COVER AS PER
SUBMISSION REQUIREMENTS CONTAINED HEREIN

Proposers are instructed to provide pricing as a lump sum, flat monthly fee for all services identified in this RFP. Price proposals must be inclusive of all services required and outlined hereunder.

**A. Pricing Based on Flat Monthly Fee for Fitness
Center Services:**

1. Flat Monthly Service & Management Fee: = \$ _____

* The proposer is responsible for providing an all-inclusive cost. No additional fees are allowed.

DISCLOSURE OF CONTRACT
RENEWAL

TO BE SUBMITTED UNDER SEPARATE COVER WITH PRICE
PROPOSAL AS PER SUBMISSION REQUIREMENTS CONTAINED
HEREIN

This contract may be renewed for a second year and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the first contract year.

In no event will increase exceed _____% for the second contract year

In no event will increase exceed _____% for the third contract year.

IMPORTANT

It is understood and agreed, that a failure by the bidder to complete the above increase statement indicated the bidders intent to accept a second/third year option at zero (0) percent increase.

All other terms and conditions to remain the same.

SERVICES AGREEMENT

This Agreement made this _____ day of _____, 202_, by and between the City of Worcester ("City"), a Massachusetts municipal corporation with an address of 455 Main Street, Worcester, Massachusetts 01608, and ("Manager") a with a principal place of business at: _____

W I T N E S S E T H:

WHEREAS, the City desires to obtain professional services to manage and operate the City's Senior Center fitness center ("the Project"); and

WHEREAS, after a selection process in compliance with the Uniform Procurement Act, the Manager was selected as the most advantageous proposer; and

WHEREAS, the Manager has represented to the City that it possesses the expertise, experience and capacity to perform the required work and will operate the functions of the Project with energy, fidelity and diligence, giving said Project at all times the benefit of the Manager's special knowledge and experience and applying to said Project from time to time as may be developed all the latest and most modern features of service and techniques of management as may be applicable thereto; and

WHEREAS, the City desires to engage the Manager to undertake the Project;

NOW THEREFORE, the parties mutually agree as follows:

I. Manager's Services.

The Manager shall provide the services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein, including those additional services offered in the Manager's Proposal, dated, as the City identifies, and the City's Request for Proposals (RFP), issued on. In the event of a conflict, these documents shall be construed according to the following order of priority:

1. This Agreement, including the Exhibits;
2. City's Request for Proposals, issued [], including all addenda; and
3. Services offered by Operator's Proposal, dated [].

In no event shall this Agreement be deemed a lease or a grant of any real property interest to the Manager or in any manner to constitute the parties hereto as landlord and tenant or as partners or as a joint venture. In all services furnished for this Project and in all matters pertaining thereto, the Manager shall, at all times and for all purposes, be an independent contractor, and all persons engaged in the operation of the on street parking services required under this Agreement shall be employees of the Manager.

In the event the City provides the Manager with vendor contracts, the Manager represents

to the City that it is familiar with the City's vendor contracts provided as of the date of execution of this Agreement. The Manager shall provide its services in a manner consistent with each vendor's (including but not limited to those listed herein) requirements, and shall not violate any vendor's warranty or contract provision. Whenever applicable, the Manager shall work cooperatively with each vendor to resolve equipment and/or services issues that may arise, provided, however, that neither the Manager, nor any other vendor, is authorized to alter the terms or conditions of this Agreement, or any other agreement between a vendor and the City.

2. Term.

Subject to the availability of funds, the Services shall commence on the date set forth in the first paragraph above and shall continue for one year from such date, unless earlier terminated for reasons set forth herein. The Manager shall comply with the schedule as set forth in this Agreement and in Exhibit B, "Schedule" as attached hereto and incorporated herein.

Subject to appropriation, the City may elect to renew this Agreement for two (2) additional one year terms on the same terms, conditions and rates. This Agreement may be amended, extended or modified only by written instrument duly executed by the parties and shall become binding only when executed by duly authorized representatives of both parties.

3. Fee.

The City shall pay the Manager for all Services performed pursuant to this Agreement an amount not to exceed (\$) in accordance with the procedures set forth herein, including but not limited to Operational Expenses and Management Fees. The City shall pay the Manager for services performed under this Agreement only on the basis of written monthly invoices evidencing in complete detail, the propriety of the charges. The City shall make payments within forty five (45) days after receipt of such invoice.

The fees for the services set forth in this Agreement are fixed fees.

The sole reimbursable expenses, if any, permitted under this Agreement shall be as set forth in Exhibit C, below. Said expenses may be invoiced on a monthly basis and shall not include overhead, profit or other markup.

The Project Fee Breakdown, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

4. Information Furnished by City.

The City shall, so far as the work under this Agreement may require, furnish the Manager with any relevant information it may have concerning this Project.

5. Ownership of Documents.

All documents, including but not limited to reports, analysis, maintenance records and logs, as instruments of service are the property of the City, whether the work for which they are made is executed or not, and are not to be used by the Manager on other work except by agreement with the City.

6. Successors and Assignments.

The City and the Manager each binds itself, its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement.

7. Consultants, Subcontracting, Successors & Assignments.

The Manager shall not employ consultants, sublet, assign or transfer any part of its services or obligations under this Agreement without the prior approval of and written consent of the City. The City shall not unreasonably withhold such approval. The written consent shall not in any way relieve the Manager from its responsibility for the professional and technical accuracy and the coordination of all data, designs, specifications, estimates and other work or materials furnished.

8. Professional Responsibility.

A. The Manager shall perform all services required by this Agreement in accordance with skill and care ordinarily exercised under similar circumstances by professional management and operation service providers practicing in the same or similar locality. The Manager shall be responsible for the professional and technical accuracy and the provision and coordination of all other services furnished under this Agreement. The Manager shall furnish appropriate competent professional services for each of the aspects and tasks so that detailed checking or reviewing by the City is not necessary. The City's review, approval, acceptance of, or payment for any of the services furnished shall not be construed to alter or limit the Manager's obligations to perform the services required by this Agreement, or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

B. The Manager acknowledges that it is fully familiar with the laws of the Commonwealth of Massachusetts governing the work relating to this Project and the Manager shall perform any and all services it renders to the City pursuant to this Agreement in strict compliance with the relevant provisions of said laws in effect at the time the documents are initially prepared. Without limiting the generality of other provisions set forth in this Agreement, in the event that any aspect of the Manager's performance fails to comply with applicable law due to the Manager's negligence, the Manager shall make all necessary corrections at no cost whatsoever to the City and further, whether or not said failure is ultimately corrected, the Manager shall compensate the City for any and all reasonable losses, including monetary losses, the cost of the time and effort of City employees and agents, and any special or consequential damages suffered by the City due to such failure.

Any amounts due to the City under this section shall be paid by the Manager either directly upon invoice from the City or by deduction from any amount otherwise payable by the City to the Manager under this Agreement, whichever method of payment is directed by the City.

9. Indemnification.

To the fullest extent permitted by law, the Manager shall indemnify, defend and hold harmless the City and its officers, officials and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever brought because of any injury (including death) or damage received or sustained by any person, persons or property arising out of, or resulting from the Manager's breach of any provision of this Agreement or any asserted negligent act, error or omission of the Manager, or its officers, employees, subcontractors, or other person for whom the Manager is responsible under this Agreement. The indemnification required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. The Manager's obligations under this provision shall not terminate with the expiration or termination of this Agreement, but shall survive it.

10. Insurance and Bond.

A. The Manager shall obtain and maintain in force at all times during the term of this Agreement, occurrence basis insurance coverage pertaining to Public Liability/General Liability, Property Damage, Worker's Compensation in the following types and amounts:

- a. Public Liability/Commercial General Liability - \$1,000,000 per person and \$2,000,000 on account of one accident
- b. Property Damage Insurance - \$1,000,000 for damages on account of any one accident and not less than \$2,000,000 on account in the aggregate
- c. Worker's Compensation - the employees connected with this Agreement shall be protected under applicable worker's compensation insurance policies.
- d. Such other types of coverage as the City may, from time to time, reasonably request.

The Manager's Public Liability/Commercial General Liability Insurance shall reference the Manager's obligation to indemnify and hold harmless the City as set forth in Section 9.

Prior to the City's execution of the Agreement, the Manager shall provide an insurance certificate(s) evidencing the coverage required above and in a form satisfactory to the City. The City shall be named as additional insured on the above coverage, (a) and (b). The Certificate Holder shall be City of Worcester, Purchasing Department, 455 Main Street, Worcester, MA 01608. The Manager shall require its insurance company(ies) to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation.

11. Claims from Third Parties.

If the Manager receives a claim from a patron asserting property damage or bodily injury relating to the condition, management and/or operation of the fitness center, it shall provide the

patron with a claim form, to be completed and submitted to the City by the patron.

12. Termination of Contract.

A. Termination of Contract for Cause. If either party fails to fulfill in a timely and proper manner its obligations under this Agreement for any cause, or if either party violates any of the terms, covenants and conditions of this Agreement, then the offended party shall have the right to terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, said written notice to be given at least ten (10) days before the effective date of such termination. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Manager with federal, state or City funds under this Agreement shall, at the option of the City, become its property. Notwithstanding the above, the Manager shall not be relieved of liability to the City for damages sustained by the City for personal injury, property damage or otherwise by virtue of any termination of the Agreement, and the City may withhold any payments to the Manager for the purpose of set-off until such time as the exact amount of damages to the City from the Manager is determined.

B. Termination for Convenience of the City of Worcester. The City may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the Manager. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Manager with federal, state or city funds under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, the Manager shall not be relieved of liability to the City for damages sustained by the City for personal injury, property damage or otherwise by virtue of any termination of this Agreement, and the City may withhold any payments to the Manager for the purpose of set-off until such time as the exact amount of damages sustained by the City is determined.

C. Termination Expenses. In the event of any termination of this Agreement, the Manager shall be paid in accordance with the appropriate invoicing procedure defined in Section 3 herein, for all authorized services performed to the termination date. No other termination expenses shall be allowed.

13. Records.

The Manager shall maintain records with respect to all matters covered by this Agreement for a period of six (6) years after receipt of the final payment under this Agreement.

14. Reports and Information.

At such times and in such forms as the City may require, the City may request and the Manager shall not unreasonably refuse to provide such statements, records, reports, data and information, pertaining to matters covered by this Agreement.

15. Audits and Inspections.

At any time during business hours and as often as the City may deem necessary, the Manager shall make available to the City or its representatives for examination all non-confidential records with respect to all matters covered by this Agreement and shall permit the City or its representatives to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Records – Confidentiality.

The City reserves the right of access to the non-confidential records of the Manager and its sub-contractors in accordance with provisions of the federal and state laws and regulations. Those records classified confidential shall be provided with the informed written consent of the individual involved.

17. Independent Contractor.

The Manager is an independent contractor and not an employee of the City of Worcester.

18. Discrimination Prohibited.

A. In all hiring or employment made possible by or resulting from this Agreement, the Manager (1) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin, and (2) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin.

B. No person in the United States shall, on the ground of race, color, religion, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from the contract. The Manager and each employer shall comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.

19. Compliance with Laws.

In the performance of this Agreement, each party shall comply with all federal, state and local laws, rules, ordinances, regulations and all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

20. Conflict of Interest.

The Manager warrants that it has complied with all provisions of law regarding the award of this Agreement and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer, and shall not during the course of this Agreement offer, anything of any value

to any employee of the City in connection with this Agreement.

The Manager further warrants that no employee of the City, including unpaid members of City boards and commissions, serves as an officer, director, trustee or employee of Consultant, and that no employees of the City have or will have a direct or indirect financial interest in this Agreement.

Violation of this section shall be a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by the City without regard to any enforcement activities undertaken or completed by any enforcement agency. Termination of this Agreement pursuant to this section shall not waive any claims for damages the City may have against the Manager.

21. Certifications Required by Law.

The Manager, by executing this document, certifies the following:

(a) it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement for engineering and design services;

(b) that no contractor to or subcontractor for the Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Manager;

(c) that no person, corporation or other entity, other than a bona fide full time employee of the Manager, has been retained or hired by the Manager to solicit for or in any way assist the Manager in obtaining this Agreement for engineering services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Manager; and

(d) that the Manager, and any contractor to or subcontractor for the Manager, represents, warrants and certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of the City of Worcester relating to taxes, fees and charges, or is lawfully contesting the validity of the same. The Manager, and any contractor to or subcontractor for the Manager, further represents, warrants and certifies that it will remain in such compliance during the term of this Agreement, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the City to immediately terminate this contract pursuant to Section 11(A) above and take any other action authorized by law to collect any amounts due the City.

22. Applicable Law.

The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The Parties agree that the venue shall be in any court of competent jurisdiction located in the Commonwealth of Massachusetts.

23. Rights Reserved.

The City reserves the right to change policy expounded herein due to policy changes dictated by federal, state or municipal agencies. The Manager shall comply with any and all federal, state and local laws, regulations and rules controlling or relating to this Project, as may be issued from time to time.

24. Notices.

Any formal notices necessary under this Agreement shall be given by certified mail, return receipt requested, and addressed to the City Manager, at City Hall, 455 Main Street, Worcester, MA 01608 and addressed to the Manager at the address appearing in the first paragraph of page 1 of this Agreement. Either party shall notify the other of any change in their respective addresses.

25. Severability.

If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

26. Headings.

The section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

27. Third Party Beneficiaries.

Except as expressly set forth in this Agreement, the Manager and City affirmatively state that this Agreement is not intended to confer any express or implied benefits on any other person. To the full extent allowed by law, this Agreement shall not confer third party beneficiary status on any person.

28. Amendments.

This Agreement may be amended or modified only by written instrument duly executed by the parties.

29. Entire Agreement.

This Agreement contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties.

[remainder of page intentionally blank – signature page to follow]

Bid #:

Contract #

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

RECOMMENDED:

By its _____

[name and title]

Christopher Gagliastro
Purchasing Director

I certify that funds are available
in Account No. _____

CITY OF WORCESTER

Finance Analyst
Department of Administration & Finance

Edward M. Augustus, Jr.
City Manager

Approved as to form:

Bid #:

Contract #

**EXHIBIT A
SCOPE OF SERVICES**

SAMPLE

Bid #:

Contract #

EXHIBIT B
SCHEDULE

The Manager shall commence Services as set forth in

SAMPLE

Bid #:

Contract #

EXHIBIT C
PROJECT FEE BREAKDOWN

the fee for services identified in Exhibit A and below, are as follows:

SAMPLE

Bid #:

Contract #

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____ held on _____ Directors were present or waived notice,
(name of corporation) (date)
it was voted that _____ of this company be and hereby is
(officer and title)
authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or bond of obligation in this company's name shall be valid and binding upon this company.

A TRUE COPY,

ATTEST:

Place of Business:

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Name of Officer) (Title)
of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this _____ day of _____, 2021, before me the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires

Bid #:

Contract #

TAX CERTIFICATION

DATE: _____

Pursuant to Mass. G.L. c. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company Name _____

Street & No. _____

Signature of Individual
or
Corporate Officer
(as applicable)

City or Town _____ Tel No. _____

STATE _____ Zip Code _____

SOCIAL SECURITY NUMBER
OR
FEDERAL IDENTIFICATION NUMBER