



REQUEST FOR PROPOSALS

Wellness Center Operations and Management

1.0 INTRODUCTION

The City of Everett (“City”) is soliciting proposals from qualified wellness center operations and management firms (“Consultant”) to perform management, operations and custodial services for the City of Everett Wellness Center located at 548 Broadway Everett, Massachusetts 02149.

Proposals should demonstrate a clear understanding of the services to be provided and a summary of the team’s qualifications, structure, as well as proposed deliverables. Proposals should also be responsive to the items presented in this RFP, but can be enhanced where doing so benefits the City.

**ALL PRICE PROPOSALS SHALL BE SUBMITTED IN A SEPARATE ENVELOPE
LABELED “PRICE PROPOSAL”**

2.0 GENERAL TERMS AND CONDITIONS

1. The City may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the City or if it is otherwise in the best interest of the City.
2. The City may request that supplementary information be furnished to assure the City that a proposer has the technical competence, the business organization, and the financial resources adequate to successfully perform the necessary work.
3. Questions/clarifications rising from these documents shall be submitted to the Treasurer in writing.
4. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
5. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.

6. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement." Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing before the date and time of acceptance.
7. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
8. It is understood that the firm/individual's Proposal to the City to provide said services will remain valid for 90 days past the submission deadline.
9. All costs involved in preparing the Proposal will be borne by the vendor; the City will not be liable for any costs associated with the creation of the Proposal.
10. Any proposal received after the date and time stated in the Legal Advertisement will be deemed non-responsive and shall not be opened. Unopened proposals will be returned to the proposer.
11. The evaluation of the Non-Price Proposals will be conducted by a committee appointed by the Treasurer. The judgment of the evaluators will be based upon the evaluation criteria and shall be final.
12. The Non-Price Proposals will be opened on the date and at the time stated in the Legal Advertisement and the name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals shall be submitted in a separate envelope and will be opened only after the technical evaluation has been completed.
13. Any contract resulting from this RFP shall be awarded to the proposer whose proposal is deemed to be the most Highly Advantageous to the City. The Evaluation Committee will be the sole judge in determining whether a proposer's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the City. The selected proposer will be under contractual agreement to the City as per the negotiated contract document and Operating Agreement.
14. Response to this RFP acknowledges the Proposer's acceptance of all sections and requirements of this document. The RFP will be written into the successful firm/individual's proposal as part of the contract. If the Proposer's proposal does not comply with the requirements of this RFP, or if an item is not understood in anyway, a

copy of that section of the RFP must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.

15. Services provided by the successful proposer shall be rendered through the City's standard contract for management services; the successful proposer will not be considered an employee of the City and will not receive any benefits of an employee.
16. The successful proposer must save, keep, hold harmless and fully indemnify the City and its officers or agents from all damages or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of patent rights, copyright, or trademark of any person or persons in consequence of the use by the City of items supplied under its proposal.
17. Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.
18. Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Treasurer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Treasurer must be limited to that business, and must not relate to this RFQ. In addition, such respondents shall not discuss this RFP with any of the Owner's consultants, legal counsel or other advisors.

FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.

3.0 CONTRACT AND PROPOSAL INFORMATION

3.1 Proposal Preparation

Prospective consultants are to follow the instructions contained in Section 5.0 (Proposal Requirements) of this document when preparing and submitting their response to the RFP.

3.2 Economy of Preparation

Proposals should be prepared simply, and provide a straightforward description of the prospective consultant's ability to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of contents.

3.3 Cost Liability

The City of Everett assumes no responsibility and no liability for costs incurred relevant to the RFP by prospective consultants prior to issuance of a contract.

3.4 Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of this RFP, revisions will be provided to all who received the RFP. The City of Everett shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective consultant due to unforeseen circumstances.

3.5 Wellness Center Tours

Tours of the facility may be arranged by appointment. All tour inquiries should be directed to Monica Ford, Treasurer via email: Monica.Ford@ci.everett.ma.us.

3.6 Proposal Submission

When submitted, proposals are to follow Section 4.0 (Scope of Work), including the outline. The outline shall not include the fees.

Five (5) hard copies of the proposal are due on Thursday, December 1, 2022 by 11am (Eastern Standard Time) and should be mailed to the following address:

Monica Ford, Treasurer
Everett City Hall
484 Broadway, Room 15
Everett, MA 02149

Prospective consultants should allow for normal mail delivery time to ensure timely receipt of their proposals by the City of Everett. Any proposal delivered to the Fiscal Department later than, December 1, 2022 by 11am (Eastern Standard Time) will not be considered for this RFP.

3.7 Distribution of Proposals

In order to be considered for selection, prospective consultants should submit a complete response to the RFP. One original hardcopy along with five (5) copies of each proposal must be submitted.

The prospective consultant shall make no other distribution of the proposals. Submitted proposals become the property of the City of Everett. **THE COST PROPOSAL MUST BE IN A SEPARATE, SEALED ENVELOPE.**

The City will only accept proposals from consultants who have obtained a copy of this RFP directly from the City.

3.8 Selection of Proposals

The City of Everett shall award a professional consulting contract to the responsible prospective consultant whose proposal conforms to the Request for Proposal (RFP), is most advantageous to the City of Everett, and meets the requirements as stated in Section 5.0 (Proposal Requirements). After the proposed consulting fee and all other factors are considered, the City will select a consultant within the time frame indicated in Section 6.0 (Schedule).

A Selection Committee will evaluate all proposals according to the Guidelines for Proposal Evaluation enclosed as Appendix A. At the City's discretion, two (2) to three (3) consultants may be asked to attend an interview with the committee for further evaluation. Following completion of all interviews the committee will select the most advantageous consultant.

The selected consultant will be required to sign a contract with the City of Everett in which he/she accepts responsibility for the performance of services as stated in his/her proposal and be prepared to commence work immediately upon execution of the signed contract and receipt of a Notice to Proceed.

3.9 Acceptance of Proposal Content

The contents of the proposal of the successful consultant and this RFP, in its entirety, shall form the base of any contract that is awarded.

3.10 Successful Consultant Responsibilities

The successful consultant will be required to assume sole responsibility for the complete project as required by this RFP. The City of Everett will consider the successful consultant to be the sole point of contact with regard to contractual matters, whether or not subcontractors are used by the successful consultant for one or more parts of this project.

During the project's contract, the selected consultant will attend all required job progress meetings with the City without additional compensation. These meetings may occur approximately two (2) times per month, or more if deemed necessary. In addition, the consultant must solicit public input throughout this project. Please refer to the Scope of Work (Task 7: Public and Stakeholder Outreach) for more details.

3.11 Subcontracting

Subcontracting will NOT be allowed for tasks required by this RFP. Any intent to subcontract on the part of the prospective consultant must be specifically described in the proposal package. The lack of identification of the subcontracted tasks in the proposal could disqualify the prospective consultant from further consideration. The City of Everett reserves the right to approve the use of all subcontractors. If subcontracting is planned, submit details on the firm(s), name(s), location(s), contact person(s), phone number(s), names of responsible operating officer(s), and evidence of any required insurance, permits, and licensing/authorization of proposal documents.

3.12 Assignment

The successful consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without prior written consent and approval by the City of Everett.

3.13 Price Change

All prices shall be firm and not subject to increase during the period of this contract, except upon written consent and approval by the City of Everett. Only changes in accordance with the provisions of M.G.L. c. 30B will be considered. All reimbursable costs should be included as part of the contract price.

3.14 Ownership of Material

All rights, titles to and ownership of all data, material, and documentation resulting from this project and/or prepared for the City pursuant to this contract shall remain exclusively with the City. The prospective consultant shall be paid for all service as will be specified in the contract.

3.15 Access to Records

In addition to terms stated elsewhere in the RFP, the City of Everett or any of its duly authorized representatives shall have access, upon demand, to any books, documents, papers and records of the successful consultant which are directly pertinent to this contract, for the purposes of making audit examinations, excerpts, and transcriptions. The successful consultant shall insert identical rights of access for these parties into any subcontractor agreement the successful consultant enters into under this contract. This right shall be reserved by the City of Everett for the term of the contract and for three (3) years from the date of final payment.

3.16 Compliance with Federal, State, and Local Laws

A contract between the City and the consultant will be subject to and be in accordance with all Federal, State and Local laws as may be applicable. The consultant, in designing the work plan, must take into account compliance with all applicable regulations. Consultants are advised to review all applicable Federal, State and Local regulations prior to submitting a proposal.

4.0 SCOPE OF WORK

The City of Everett will accept proposals from qualified wellness center operations and management firms interested in assisting the City of Everett in completing the tasks outlined in this RFP. The City of Everett is prepared to enter into Contractual Agreements for specific assistance as described below.

The Wellness Center hours of operations are from 5am to 8pm Monday through Friday, 6am- 2 pm with the option to extend to 5pm on the weekends depending on customer demand. The tasks of this RFP are broken down into three categories:

1. Management
2. Front Desk Operations
3. Custodial Operations
4. Fitness Classes and Additional Guest Services

4.1 Management Duties

- Maintain overall management of wellness center, including, but not limited to
 - Oversight of gym and custodial staff working directly for the consultant
 - Work with the City of Everett to offer employment opportunities to Everett residents qualified and able to perform applicable job duties for positions
 - Demonstrated understanding of a wellness center operations
 - Respond to customer complaints and provide resolution
 - Ensure gym equipment, which are assets of the City, are functional and make recommendations to the City regarding the need to service or repair new equipment
 - Ability to provide services within the proposed budget for staff and programs
 - Ability to create and implement wellness center programs for all ages, post pandemic
 - Responsible for ensuring weights and accessories are returned to proper locations
 - Provide tours of the facility to prospective members if required
 - Any other duties and responsibilities that would pertain to the management and operations of a wellness center that is not listed here

4.2 Front Desk Operations

- Meet and greet members upon arrival
- Ensure no issues upon check in
- Answer and resolve any membership issues, including but not limited to billing and bank account issues
- Customer Service skills required, both in person and over the phone
- Any other duties and responsibilities that would pertain to front desk operations of a wellness center that is not listed here
- Assigning multi-lingual staff to staff the front desk is desirable
- Daily staffing requirements
 - 1 employee on the desk from 5am- 8am
 - 2 employees on the desk from 8am- 8pm

4.3 Custodial Operations

- Responsible for the overall cleanliness of gym floor only; bathrooms and locker rooms to be cleaned by the City of Everett Facilities Department
- Ensure all gym equipment has been disinfected and wiped clean after each member has used it consistent with applicable COVID prevention guidelines promulgated by the Commonwealth of Massachusetts and/or the Everett Health Department; every hour or as employee sees fit
- Restock gym floor paper towel dispensers
- Restock hand and any other floor sanitizers or disinfectants
- Any other duties and responsibilities that would pertain to custodial operations of a wellness center that is not listed here
- Custodial staffing requirements
 - Minimum of 1 employee on the floor throughout the entire time that the wellness center is in operations
 - COVID-19 certified

4.4 Fitness Classes and Additional Member Services

The consultant may offer individualized fitness training services and group fitness classes to Wellness Center members. Such offerings shall be considered optional services and not a condition of a Wellness Center membership. The payment and collection of any fees associated with these classes shall be between the consultant and the Wellness Center member.

The consultant may offer Wellness Center members childcare services while the member is present onsite using the Center facilities. Such offering shall be considered optional services and not a condition of a Wellness Center membership. The payment and collection of any fees associated with child care services shall be between the consultant and the Wellness Center member.

The consultant will verify that any of its employees or individuals/organizations that it contracts with to offer individualized fitness training services, group fitness classes or childcare services have the requisite professional qualifications or licenses and have completed an agreement that indemnifies the City of Everett for any losses or damages incurred due to the offering of such services. Under no circumstances is the consultant authorized to charge any employee, individual or organization any rent or fee for the use of space to offer classes or services at the Wellness Center.

The consultant must provide to the City of Everett's Treasurer or his designee a list of any fitness training services, group fitness class instruction and childcare services proposed, including the name of the individual or organization providing the service; the scope of the service(s); and the costs to be charged to the members for approval prior to offering any additional services to Wellness Center members.

No proposal in response to this RFP should be predicated on any projected income from

the offering of optional fitness or member services.

4.5 Work Plan

Final review and approval by the City of Everett of a detailed description of work submitted by the consultant in the RFP will take place before execution of a contract.

The consultant will detail a daily operations and cleaning plan as part of the RFP response.

The prospective consultant will be evaluated not only on their ability to perform the individual tasks, but also their ability and proposal for creating a comprehensive plan for success.

5.0 Anticipated Duration of the Contract

The initial term of the contract shall commence no later than January 16, 2023 for a term of 1 year. Two (2) additional 1-year extensions may be executed by mutual consent of both parties.

The selected consultant shall notify the City of Everett no later than sixty (60) days before the end of the first one (1) year contract term whether it wishes to seek an extension of its initial contract term.

6.0 Proposal Instructions

6.1 Consultant Qualifications

Consultants should demonstrate the following in order for their proposals to be considered by the City.

- Proposed management at least one employee must have demonstrated experience in operations of a wellness center in similar size.
- Proposed management and at least one custodial employee must have demonstrated experience in COVID-19 cleaning protocols.

6.2 Format

- Proposals should be bound and double sided 8.5x11” sheets.

7.0 Schedule

- RFP documents available for distribution on Tuesday, November 8, 2022.
- The City will select a consultant no later than Wednesday, December 14, 2022.

- The selected consultant will begin operations no later than Monday, January 16, 2023.

Appendix A

GUIDELINES FOR PROPOSAL EVALUATION

The review committee will evaluate proposals according to the criteria outlined below.

	Highly Advantageous	Advantageous	Not Advantageous
<p>I. Plan of Services Ratings will be based on the daily schedule of operations. Particular attention will be given to the methods by which the candidate plans to complete all items in the Scope of Work.</p>	<p>Proposal includes a detailed, logical, and highly efficient scheme for addressing all of the required daily operations and cleaning tasks.</p>	<p>Proposal includes a credible scheme for addressing all of the required daily operations and cleaning tasks.</p>	<p>Proposal is not sufficiently detailed to fully evaluate, or does not contain components necessary to address all the required daily operations and cleaning tasks.</p>
<p>II. General Qualifications of Firm Particular attention will be paid to evidence of successful past performance running a similar sized wellness center.</p>	<p>Candidate has successfully operated similar sized wellness centers for the past five years.</p>	<p>Candidate has successfully operated similar sized wellness centers for the past three years.</p>	<p>Candidate has experienced difficulty in operating similar sized wellness centers.</p>
<p>III. Personnel & Resources to be Utilized Rating will be based on evidence that adequate qualified personnel are assigned to the wellness center and that sufficient resources are available for a seven day a week operation.</p>	<p>At least one manager, one front desk employee and one custodial employee from the proposed project staff has substantially contributed to the success of operating a similar size wellness center. Several Multi-lingual employees.</p>	<p>At least one individual from the proposed project staff has contributed to, or has experience operating a similar size wellness center. One multi-lingual employee.</p>	<p>None of the project staff has substantially contributed to the operation of a similar size wellness center. No multi-lingual employees.</p>
<p>IV. Experience with similar projects. Rating will be based on experience providing wellness center operations and management.</p>	<p>The firm has at least five years of experience operating and managing a similar sized wellness center.</p>	<p>The firm has at least three years of experience operating and managing a similar sized wellness center.</p>	<p>The firm has less than three years of experience operating and managing a similar sized wellness center..</p>

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

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 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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Everett was relied upon in the making of this bid

(Signature of person signing bid or proposal) Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal Date

Name of business

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Everett. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Everett at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Everett, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____

Date _____