

**CITY OF EVERETT
PURCHASING DEPARTMENT**

***CONTRACT FOR THE
OPERATION AND MANAGEMENT OF THE CITY
OF EVERETT'S WELLNESS CENTER***

***REQUEST FOR PROPOSAL*
OPERATION OF
EVERETT WELLNESS CENTER
*REQUEST FOR PROPOSAL #25-27***

Proposal Submittal Date: February 25, 2025 at 11:00 a.m.

**CITY OF EVERETT
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #25-27**

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

**OPERATION AND MANAGEMENT OF THE EVERETT WELLNESS
CENTER**

The City of Everett is soliciting proposals for the operation of the EVERETT WELLNESS CENTER (“Wellness Center”) by a private operator under a three-year contract, **beginning March 1, 2025 through February 28, 2028**. Two (2) additional 1-year extensions may be sole discretion of the CITY.

The major components of the desired services include management, maintenance, and operation of WELLNESS CENTER as a wellness Center and gym in accordance with a formal management agreement.

Proposal documents containing definitions of required services, evaluation criteria, and other pertinent information may be obtained on the City’s website at [Purchasing - Everett, MA - Official Website](#) or at the Purchasing Department, Room 14, Everett City Hall, 484 Broadway, Everett, Massachusetts 02149, at **9:00 a.m., February 10, 2025**.

Award will be made to the most advantageous proposer for **services** based on proposer’s responses to Required Technical Questions, meeting Minimum Criteria, Comparative Criteria evaluations, and price. Two proposal submissions are required: (1) a Price Proposal, and (2) a Technical or Non-Price Proposal.

Proposals must be submitted in separate sealed envelopes, one an **original** and containing **four (4) copies** and **one (1) digital copy** of the Technical Proposal marked "**RFP #25-27 - Technical Proposal - Wellness Center Operation Services**" and one envelope containing **one (1) copy** of the price proposal marked "**RFP #25-27 - Price Proposal - Wellness Center Operation Services**" shall be submitted. Proposers must also submit a digital copy of their Technical and Price Proposals. The name of the proposer must be on both envelopes. Proposals should be addressed to Allison Jenkins, *Chief Procurement Officer*, City of Everett, Everett City Hall Room 14, 484 Broadway, Everett, Massachusetts, 02149, and must be received prior to **11:00 a.m., February 25, 2025**.

1. **A list of proposers submitting proposals will be scanned and posted as soon as practicable after the opening.**

A proposal deposit of five thousand dollars (\$5,000) must be submitted with the proposal.

This proposal has been issued by the authority granted to the City by Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

Each respondent to this RFP must ensure that in their Technical Proposal Cover Sheet they acknowledge they have received any and all Addenda for this RFP (*see Attachment B*).

The Chief Procurement Officer has determined that in order to select the most advantageous offer to operate the Everett WELLNESS CENTER, evaluation criteria set forth in this request for proposals must be considered in addition to price. It is essential that the City of Everett retain the services of a management firm with adequate background to operate the Everett WELLNESS CENTER so that the residents of Everett will be assured they will be provided a gym facility that is professionally managed and expertly maintained.

Therefore, the RFP process will enable the City to provide higher ratings to management firms whose experience in Wellness Center operation and whose key personnel have more than the minimally adequate number of years of experience in the operation of a wellness center.

The successful proposer must demonstrate the ability to deliver services that adhere to the specifications outlined in this document and provide references as to where similar services have been successfully provided. The contract will be awarded to the responsive and responsible proposer submitting the most advantageous proposal taking into consideration both the results of the comparative evaluation and price. The City of Everett reserves the right to reject any and all proposals as determined to be in the best interests of the City.

The City will reject any and all proposals in accordance with the above-referenced General Laws.

In addition, the City reserves the right to waive minor informalities in any or all proposals, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

Allison Jenkins
Chief Procurement Officer
February 10, 2025

TABLE OF CONTENTS

PAGE #

Cover Page

Notice of Request for Proposal

Table of Contents

Listing of Exhibits and Attachments

- I. PURPOSE
- II. SCHEDULE
- III. BACKGROUND
- IV. CURRENT SITUATION
- V. DECISION TO USE RFP PROCESS
- VI. INSTRUCTIONS TO BIDDERS
- VII. SCOPE OF WORK
- VIII. TECHNICAL PROPOSAL MINIMUM CRITERIA
- IX. TECHNICAL PROPOSAL COMPARATIVE EVALUATION CRITERIA & STANDARDS
- X. EVALUATION OF PROPOSALS & AWARD OF CONTRACT
- XI. PROPOSAL SUBMISSION REQUIREMENTS
- XII. EVALUATORS

ATTACHMENTS

ATTACHMENT A: PRICE BID PROPOSAL

ATTACHMENT B: TECHNICAL PROPOSAL

ATTACHMENT C: NON-COLLUSION & TAX COMPLIANCE CERTIFICATIONS

ATTACHMENT D: PROPOSED CONTRACT AGREEMENT

END OF SECTION

I. PURPOSE

On behalf of the City of Everett is soliciting the services of interested and qualified Wellness Center operators to manage and maintain the Everett WELLNESS CENTER. The services to be provided are managing, maintaining, and operating the Wellness Center as a gym in accordance with a formal management agreement.

II. SCHEDULE

Key Dates for This Proposal:

February 10, 2025 @ 9:00 a.m. - RFP Issued

February 25, 2025 @ 11:00 a.m. - Proposal due date

III. CURRENT SITUATION

The WELLNESS CENTER is currently being operated by Playfit. This agreement is due to expire on February 28, 2025.

IV. DECISION TO USE RFP PROCESS

It is essential that the CITY retain the services of a management firm with the extensive background to operate the Wellness Center so that the residents of Everett will be assured they will be provided with a professionally managed and expertly maintained facility. Since the most advantageous management company will be based on factors other than price, the CITY has elected to use a Request For Proposal (RFP) process. Under the RFP procurement, a proposer's response to the RFP consists of everything responsive to the RFP other than price, called the Technical Proposal and the Price Proposal. The proposers' Technical Proposals will first be evaluated and ranked. The evaluation results will be delivered to the CPO, who will open the Price Proposals and make recommendations to the Mayor as to which proposer is the most advantageous, considering the Technical and Price Proposals.

V. 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

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

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

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

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.

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.

All employees working at the Wellness Center may be required to undergo the following background checks:

CORI: Criminal Offender Record Information

SORI: Sex Offender Registry Information

Employees will need to provide government issued photo identification and sign a release form allowing the CITY to run the required background checks.

CORI checks may be performed pursuant to Mass. General Laws, Chapter 6, Section 172, and consistent with guidelines promulgated by the Executive Office for Health and Human Services, and/or the Commonwealth's Department of Public Health. SORI checks may be performed pursuant to Mass. General Laws, Chapter 6, Sections 178(J) & 178(K).

VI. INSTRUCTIONS TO BIDDERS

1. **Issuing Office.** This RFP is issued by the City.

Inquiries involving procedural or technical matters must be received prior to February 18, 2025 at 12:00 p.m. and directed in writing to Allison.jenkins@ci.everett.ma.us. Please put in the email subject line “25-27 Request for Clarification”.

An Addendum will be issued in order to clarify any questions that may arise.

2. **Proposal Deposit.** Each Technical Proposal must be accompanied by either a certified check payable to the “City of Everett”, or a bid bond from an authorized surety company authorized to do business in the Commonwealth of Massachusetts, in the amount of **Five Thousand & no/100s Dollars (\$5,000)**. All deposits shall be returned upon final execution of a contract or, if no contract is executed, at the expiration of ninety (90) calendar days from the date set for opening of the proposals. If the successful proposer fails to perform its agreement to furnish a properly executed contract, including the required security for performance within ten (10) days after an award is made to it, or within such additional time as the CITY may authorize in writing, the proposal deposit shall become the property of the CITY as liquidated damages; however, in case of death or disability of the Proposer, the deposit shall be returned to it after submission of a sworn affidavit to, and acceptance by, the City.
3. A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original, four (4) paper copies and one (1) digital copy and (ii) one (1) paper copy of a Price Proposal. The Technical Proposal and the Price Proposal shall be submitted in separate sealed envelopes.

The one original and four copies of the TECHNICAL PROPOSAL and the one PRICE PROPOSAL must be submitted in **SEPARATE SEALED ENVELOPES**.

Envelopes shall be marked:

“TECHNICAL PROPOSAL - RFP #25-27 “OPERATION OF THE EVERETT WELLNESS CENTER”

and

“PRICE PROPOSAL - RFP #25-27 “OPERATION OF THE EVERETT WELLNESS CENTER”

along with your firm’s name on both envelopes. If a Price Proposal is included in the Technical Proposal, the proposal may be rejected.

- A. **Technical Proposal.** The technical proposal shall consist of documentation that the proposer satisfies the Minimum Criteria of this RFP #25-27 together with the proposer's response to the Comparative Criteria and technical Proposal Cover Sheet” (**Attachment B**).
 - B. **Price Proposal.** Proposers shall use **Attachment A** to this RFP #25-27 Form of Price Proposal in submitting the price proposal.
4. **Proposal Acceptance and Rejection.** Notice of the acceptance of the proposal will be given to the successful proposer delivery of a Wellness Center Management Agreement (“Agreement”) between the CITY of Everett and the Contractor from the CPO. The Contractor shall deliver the Agreement, duly signed, and properly executed, within ten (10) calendar days of receipt. If the successful proposer fails to execute the Agreement within such time period, the CITY of Everett may accept another proposal and exercise its right under the bid bond. 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 of Everett reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of either the City to do so, and to amend any contract to the extent permitted by law and as the CITY of Everett deems to be in their best interest. The CITY of Everett reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it is determined that the granting of such waiver or the receipt of such additional information would be in the best interest of the CITY of Everett. Each "Out-of-State" proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

5. **Incorporation of Proposal Content.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
6. **Expenses.** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the CITY of Everett. All costs of meeting the requirements of this RFP and any resulting contracts, including those for insurance, professional services, or licensure, shall likewise be the exclusive responsibility of the proposer and not the CITY of Everett.

Proposer Review of Existing Operation. The Wellness Center can be inspected by contacting

Angelo Febbo, at angelo.febbo@ci.everett.ma.us

8. **Contract and Term.** After selection of the successful proposal, a written contract containing the terms of this RFP #25-27 and the successful proposer's response, together with any changes to the service plan negotiated by the parties shall be executed by the successful proposer and the CITY of Everett. Such contract shall not take effect until signed by both parties and approved by the Mayor of the City of Everett. The term of the contract is three years, it shall extend from **day of contract execution through March 1, 2026**. The provisions of the contract, except as expressly modified by the provisions of this RFP #25-27 shall also be included in the contract to be executed by the management firm and the CITY of Everett.
9. **Insurance Requirements.** During the term of any Agreement, the Contractor shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence \$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence The CITY of Everett, and the Contractor shall be named as insured on all policies obtained by the management firm and certificates of insurance shall be furnished to the CITY of Everett by the Contractor.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of

Massachusetts.

Insurance coverage in amount and form shall not be deemed acceptable until approved by Everett's City Solicitor. The CITY of Everett reserve the right to require increased insurance coverage if the present statutory cap on tort liability of municipalities is increased during the term of the Agreement.

10. **Utilities.** All utility expenses such as water, sewer, electricity, gas, waste disposal, telephone, cable television service, etc., which are or may be required to operate the Wellness Center, will be borne by the CITY, including relocation of utilities, permits, connection fees, etc.
11. **Records and Audits.** The Contractor shall submit a detailed description of the method to be used to insure the accountability for all revenues generated at the Wellness Center, which method is subject to review by the CITY of Everett. The Contractor shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the CITY of Everett and shall permit inspection of said books and records by the CITY of Everett as often as deemed necessary in the opinion of the CITY of Everett in form submitted by the CITY of Everett. The Contractor shall submit at the end of each year a certified, audited annual report, as acceptable to the CITY of Everett.
12. **Hours and Days of Operation.** The primary operating period shall be daily seven days per week each year of the agreement. Changes to the operating schedule can be made only with the written approval of the CITY of Everett.
13. **Maintenance.** The Contractor will accept all properties, facilities, and equipment "as is" in their presently existing condition. The City will make all repairs necessary to maintain City- owned equipment, buildings, and structures, and has total responsibility for building maintenance to include, but not limited to, repair and replacement all the respective CITY of Everett-owned Wellness Center properties, fixtures, plantings, furniture and related equipment and the heating, utility, and plumbing systems. The Contractor will not make any alterations, additions, or improvements to the Wellness Center and facilities without the prior consent of the CITY of Everett. All alterations, additions, and improvements, whether temporary or permanent in character, shall at all times be deemed to be the property of the City and shall remain upon the premises at the termination of the agreement.

14. **Minimum Staffing.**

a. **On-Site Manager.** The individual proposed to serve as on-site manager of the Wellness Center must have full authority to act for and bind the Contractor in all respects with regard to the operation of the Wellness Center, including but not limited to, supervising, hiring and firing employees, authorizing work orders and authorizing payments on behalf of the management firm. The individual proposed shall have served in the capacity of an on-site manager with the above described level of independent authority for a minimum of five years. A higher rating will be assigned to firms who propose that the on-site manager is a principal in the Contractor.

The Contractor shall warrant that the on-site manager is experienced and qualified to supervise all aspects of the operation, maintenance and administration of the Wellness Center. The on-site manager or a designated assistant manager shall be present on-site at all times during which the Wellness Center is in operation.

The on-site manager shall also attend CITY of Everett meetings as requested and prepare any reports requested by the CITY of Everett regarding the Wellness Center.

The Contractor and the on-site manager shall not use Wellness Center premises for conduct of any other enterprise or business other than Everett WELLNESS CENTER business.

The CITY of Everett is committed to maintaining good relations with the neighborhoods surrounding the Wellness Center, as well as with the patrons of the Center. To that end, the on-site manager shall be responsible for receiving and responding to any complaints or problems the residents surrounding the Wellness Center or patrons have regarding the Center's operation. The on-site manager shall at all times be courteous to residents of the neighborhoods surrounding the Wellness Center and patrons, and shall be guided by the CITY of Everett with regard to the resolution of complaints.

Any change from this staffing will be required in writing by the CITY of Everett.

b. **Front Desk.** The Contractor shall employ, on a year-round, full-time basis, two employees to maintain the front desk and operation at the center.

c. **Capital Improvements by the CITY of Everett.** The CITY of Everett has established an ongoing program of Wellness Center and building improvements. Additional improvements are anticipated in the future. The Contractor acknowledges that it does not have any claim against the CITY of Everett, their agents, or contractors for interference in business or damages for interruption of services or interference in the operation of the Wellness Center, as a result of any improvements made by the CITY of Everett. The CITY of Everett agrees to use its best efforts to minimize such interruptions or interference in business without waiving its right to make improvements to the Wellness Center or its buildings.

15. **Faithful Performance Bond.** The Contractor will, at or before the execution of the Agreement, furnish to the City an acceptable corporate Performance Bond of four hundred thousand dollars (\$400,000.00), or equivalent security, as security for faithful performance and non-negligent performance of the Agreement. The bond shall be in force at all times during the term of the Agreement.

16. **Force Majeure.** Neither the City, the CITY of Everett 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 their reasonable control.

17. **Termination.** The Contractor shall peaceably and immediately give up and surrender to the CITY of Everett the premises and every part thereof at the termination of the agreement.

18. **Non-discrimination/Equal Opportunity.** The 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 facilities.
19. **Assignment.** The Contractor shall not assign or subcontract any portion of the operation without written approval from the CITY of Everett.
20. **Independent Contractor.** The Contractor and its employees will operate as an independent contractor and are not considered to be CITY of Everett or City employees.
21. **Assignment of Authority.** The Contractor shall be in charge of public play on the Wellness Center. The Contractor shall be authorized to enforce applicable ordinances, rules, and regulations which are not superseded by any agreement or contract resulting from this proposal.
22. **Special City Events and Contributions.** The City shall have the right to use the Wellness Center for special City events.
23. **Signs.** The Contractor shall not place any sign or advertisement upon any property of the City or upon any vehicle used by the firm directly for the concession under any contract or agreement which may result from this proposal without written approval of the CITY of Everett.
24. **Noise Ordinance.** The Contractor must comply with the City's Noise Ordinance, which currently restricts the Contractor from running motorized equipment before the hours of 7:00 a.m. weekdays and 9:30 a.m. on weekends and holidays and after 8:00 p.m. any day of the week. The Contractor will be required to comply with any lawful amendments to the current ordinance.
25. **Community Engagement.** The Contractor will cooperate with efforts of the City to engage the community in programmatic wellness opportunities involving youth, women and residents over the age of 55.

END OF SECTION

VII. TECHNICAL PROPOSAL - MINIMUM CRITERIA

Any proposer submitting a proposal for Wellness Center management services must satisfy all the **Minimum Criteria** listed below.

Proposals that do not demonstrate compliance with the Minimum Criteria may not be further considered.

1. Five (5) years' experience by the proposer in the area of Wellness Center management, PUBLIC or PRIVATE.
2. Proposer must have at least one (1) Wellness Center presently under its management.
3. Five (5) years' experience by the individual who will be the on-site manager of the Everett WELLNESS CENTER in managing a Wellness Center.
4. Provide the required Proposal Deposit.
5. Provide specified staffing levels and equipment requirements.
6. Provide completed and signed Bidder's Qualifications And References Form
7. Provide completed and signed Certificate of Tax Compliance
8. Provide completed and signed Certificate of Non-Collusion
9. Provide completed and signed Debarment Letter
10. Provide completed and signed IRS Form W-9

THIS SPACE INTENTIONALLY LEFT BLANK

VIII. TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

Proposals that meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria. To the extent that a criterion is based on the evaluation of a proposer’s plan, the proposer shall provide a plan that will allow for a meaningful evaluation of that plan. The city reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact and this RFP does not require otherwise, a proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide such evidence as the City may request to support that fact.

	Highly Advantageous	Advantageous	Not Advantageous
I. Plan of Services Ratings 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.	Proposal includes a detailed, logical, and highly efficient scheme for addressing all of the required daily operations and cleaning tasks.	Proposal includes a credible scheme for addressing all of the required daily operations and cleaning tasks.	Proposal is not sufficiently detailed to fully evaluate, or does not contain components necessary to address all the required daily operations and cleaning tasks.
II. General Qualifications of Firm Particular attention will be paid to evidence of successful past performance running a similar sized wellness center.	Candidate has successfully operated similar sized wellness centers for the past five years.	Candidate has successfully operated similar sized wellness centers for the past three years.	Candidate has experienced difficulty in operating similar sized wellness centers.
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.	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.	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.	None of the project staff has substantially contributed to the operation of a similar size wellness center. No multi-lingual employees.

<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>
-------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------

IX. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the *responsive and responsible* proposer deemed to be most advantageous determined by the CITY of Everett, taking into consideration both the Technical and Price Proposals. Any proposals which submit a price that is abnormally low or high, as determined by the CITY of Everett, may be rejected as not responsible. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

As used herein, the terms “responsive” and “responsible” shall have the meanings given to such terms in M.G.L. c. 30B, §2.

Proposers may be investigated by the CITY of Everett or their designated representative to determine if they are qualified to perform the Agreement. The investigation will seek to determine whether the proposer is adequate in size, is authorized to do business in the City, possesses comparable previous experience and whether the proposer’s available equipment and financial resources are adequate to assure the City that the contract will be completed in accordance with the terms thereof.

In evaluating Proposals, the CITY of Everett will consider the qualifications of only those proposers whose proposals are in compliance with the requirements set forth in this RFP. The CITY of Everett reserve the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the CITY of Everett that the proposer is properly qualified to carry out the obligations of the Agreement.

X. PROPOSAL SUBMISSION REQUIREMENTS

- 1. Price Proposal.** to be paid by the CITY of Everett shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the proposer and placed in a separate sealed envelope marked "Price Proposal - Wellness Center Operation Services."
- 2. Technical Proposal.** Management firm's technical proposal shall be signed by a duly authorized representative of the proposer and submitted under **Attachment B** and shall include narrative descriptions for each Evaluative Criteria. 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:

Attachment B and the narrative descriptions shall be placed in a separate sealed envelope marked "Technical Proposal - Wellness Center Operation Services."

Proposers must acknowledge any/all Addenda for this RFP on the first page of their Technical Proposal Cover Sheet.

- 3. Certification of Non-Collusion and Tax Attestation.**

Each proposal must include a signed Certificate of Non-Collusion and Tax Attestation in the forms attached hereto as **Attachment C**. These documents should be included in the envelope containing the Technical Proposal.

XI. EVALUATORS

The City's Chief Procurement Officer shall designate members of the CITY of Everett to evaluate the proposals.

END OF SECTION

EXHIBIT I

CITY OF EVERETT, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2025 by and between the CITY of EVERETT, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 484 Broadway, Everett, Massachusetts, hereinafter referred to as the “CITY”, and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY invited the submission of proposals for the purchase and delivery of _____, hereinafter the “Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the CITY has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders, and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of _____, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The CITY shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$ _____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the CITY from any and all claims and liabilities under this Agreement.
 - C. Neither the CITY’s review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
 - D. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The CITY shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE CITY. The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the Mayor of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth below:

General Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance
 Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance	
Minimum Coverage	\$1,000,000 per occurrence

B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.

11. TERMINATION. A. Termination for Cause. If at any time during the Mayor of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.
- B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.
12. INSPECTION AND REPORTS. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of its operation under this Contract in such detail and with such information as the CITY may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. SEVERABILITY. If any Mayor or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONSULTANT:

Date Signed

CITY OF EVERETT, MA:

Date Signed

Allison Jenkins
Chief Procurement Officer
Date Signed

I certify that an appropriation is available in the amount of this Contract.

Eric Demas
City Auditor/Chief Financial Officer
Date Signed

Approved as to form

Colleen Mejia, Esq.
City Solicitor
Date Signed

Carlo DeMaria
Mayor

Date Signed

Minimum Contents of Request for Proposals for Wellness Center Operator

- a. Ensure the continuation of the good relations with the neighborhood.
- b. That the Wellness Center be run as a public center, with the CITY of Everett determining all rules, regulations and policies related to the operation of the Wellness Center;
- c. That a public liability insurance policy covering the operation of the Wellness Center
- d. That the Operator shall submit to the CITY of Everett monthly financial statements, the form and content of these statements to be established by the CITY of Everett;
- e. That the CITY of Everett and/or Operator shall comply with all federal, state and local laws and ordinances applicable to the operation of the Wellness Center or any facilities located thereon.

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 Contractor s, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor or (Mandatory)

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

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name: _____

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

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

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

CITY OF EVERETT, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Everett as Obligee, in the sum of **Four Hundred Thousand Dollars (\$400,000.00)** to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a Contract with the Obligee, bearing the date of _____ for the **Operation of the Everett WELLNESS CENTER** in Everett, Massachusetts.
(Project Title)

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

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

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___ day of _____ 2021.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

Attachment - A

Everett WELLNESS CENTER
Price Bid Proposal

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

RFP #25-27 Price Proposal - Wellness Center Operation Services

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Above Bidder Proposes perform the operation for \$ _____

Written Amount

Signature of Bidder: _____

Name of Bidder: _____

Address of Bidder: _____

City / State / Zip: _____

Telephone / Fax / E-mail: _____

Attachment B

Everett WELLNESS CENTER
Technical Proposal Cover Sheet

*This form and accompanying materials must be completed and placed in a sealed envelope marked
Technical Proposal - Wellness Center Operation Services*

Proposer acknowledges Addendum , , , 2

Name of Bidder: _____

Address: _____

Telephone/FAX: _____

Signature of Duly Authorized Representative of Bidder:

Title: _____ Date: _____

END OF SECTION

A. TECHNICAL PROPOSAL - MINIMUM CRITERIA

Any proposer submitting a proposal must satisfy the Minimum Criteria above in order for its proposal to be considered. In partial satisfaction of this requirement, proposers must supply information showing the following:

- 1. Five (5) years' experience or its equivalent, by the management firm, or its principal, managing a regulation Wellness Center.

List Name of Facility, Years Managed, Location and Reference to contact. Supply resume.

- 2. Management firm must have one (1) or more Wellness Centers under its management.

List name and phone number of each Wellness Center under management and reference.

- 3. Five (5) years' experience or its equivalent, by the individual who will be the full time on-site manager of the Everett WELLNESS CENTER.

List name of proposed On-Site Manager, Facilities Managed, Location, Reference.

- 4. Can you provide the required performance bond or equivalent security?

Yes: _____ No: _____

If to be provided by bonding company, please identify surety.

5. Can you provide the required insurance?

Yes:

No:

B. TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

Proposers must submit responses to the Evaluation Criteria and Standards above. The responses should clearly identify which evaluative criterion is being addressed. Please use additional pages as necessary to complete your proposal. DO NOT INCLUDE ANY PRICE INFORMATION IN YOUR RESPONSE AND BE SURE TO INCLUDE THESE ADDITIONAL PAGES IN THE ENVELOPE MARKED "TECHNICAL PROPOSAL WELLNESS CENTER OPERATION SERVICES."

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED AND RETURNED WITH ATTACHMENT B, TECHNICAL PROPOSAL.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

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

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

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

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will 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. This request is made under the authority of GL c. 62C, § 49A.

Massachusetts General Laws, Chapter 30B, §10, requires that each bidder must certify 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 paragraph, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

(Name of person signing bid or proposal) *Please sign do not
print or type*****

(Name of business)

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

CERTIFICATION OF TAX COMPLIANCE

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
or Corporate Contractor (Mandatory)

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

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name: _____

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

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

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