

REQUEST FOR PROPOSAL

Posted February 4, 2019

Manchester School District

Event Administration & Organization for the Manchester Cross Country Invitational

Due:

Tuesday, February 19, 2019

No later than 10:00 AM Eastern Standard Time (EST)

Deliver to:

Karen DeFrancis

Business Administrator

Manchester School District

20 Hecker Street

Manchester, NH 03102

603-624-6300

Website:

www.mansd.org

I. PURPOSE

The Manchester School District is soliciting proposals from vendors for Event Administration & Organization for the following event:

Manchester XC Invitational
Saturday, September 21, 2019
9:00 AM-1:30 PM
Derryfield Park, Manchester, NH 03104

This season will mark the 45th running of the Manchester XC Invitational. Through its history, the event has emerged as one of the premier XC Events in New England, as it draws upwards of 3,000 high school runners from across the United States.

Vendor will need to appropriately run and organize the event to successfully accommodate the following races:

Girls/Boys Freshman-9:00/9:30 AM
Girls/Boys Junior Varsity-10:00/10:45 AM
Girls/Boys Small School-11:15 AM/12:00 PM
Girls/Boys Large School-12:30/1:00 PM

Derryfield is a 3.1 Mile Course, with a 2.1 Mile course for the Freshmen Events.

II. INSTRUCTIONS TO PROPOSERS

A. All Proposals must be submitted to:

Karen DeFrancis
Business Administrator
Manchester School District
20 Hecker Street
Manchester, NH 03102

B. For questions please contact:

Tammy Hanna
Administrative Assistant
Manchester School District
20 Hecker Street
Manchester, NH 03102
thanna@mansd.org

C. Questions or comments regarding this proposal shall be directed in writing to Tammy Hanna via mail or email as indicated above, and received **no later than Friday, February 8, 2019**. All questions and responses pertaining to the and/or any amendments will be posted to the School District website at: **www.mansd.org**.

It is the proposer's responsibility to check the website prior to the submittal deadline to ensure they have the most up to date information pertaining to the proposal.

- D.** All proposals must be submitted in a sealed envelope and clearly marked in the lower left hand corner **“Event Administration for Manchester XC Invitational”**. The outside of the sealed envelope must also include the vendor's name. All proposals must be received **no later than 10:00 AM EST on Tuesday, February 19, 2019** at the address listed above.
- E.** Proposers must identify the name, address, phone number, and email address of the contact person to respond to questions related to the proposal submitted.
- F.** **NO** late, telephone, fax or e-mail submissions or modifications to proposals will be accepted. A proposal may be withdrawn and resubmitted if done prior to the above deadline. Such request for withdrawal shall be in writing to the same address as submitted to as noted above
- G.** Proposals must be complete and include all forms listed in the **“Contents of Proposal-Bid Forms”** section.
- H.** Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal.
- I.** There will be no public opening of bid proposals.
- J.** The District is not responsible for RFPs not properly marked as directed above.
- K.** RFPs that are incomplete, not properly endorsed or signed or otherwise contrary to these instructions may be rejected as informal by the District. The RFP must be filled out completely and accurately.

III. TERMS

- A.** The contract will be valid for one year and only applies to the 9/21/19 event date for the Manchester XC Invitational.

IV. REQUIREMENTS OF VENDOR

- A.** Vendor will co-sponsor the event with the Manchester School District (Manchester Central), per NHIAA & NFHS guidelines, and assume all financial costs and expenses, for operating the Manchester Invitational. The City of Manchester and the Manchester School district will accrue zero financial liabilities to the event.
- B.** Vendor needs to identify the percentage of Event proceeds to be donated to the Manchester School District which should not be less than 50%. The final donation amount will be determined from Vendor's Profit and Loss spreadsheet, disclosed to the Manchester School District, and submitted within 30 days following the event.

- C. The Vendor must specifically provide the following provisions for Event Administration of the race. The details and criteria for administration of the Manchester Invitational are as follows:
1. **Sanctioning:** The Vendor will be responsible for sanctioning the Manchester XC Invitational through the appropriate state & national associations, including the New Hampshire Interscholastic Association and the National Federation of High Schools. The Vendor will be responsible for covering all costs associated with sanctioning the event.
 2. **Permits:** The vendor will be responsible for securing all necessary permits through appropriate governing municipalities & entities, including but not limited to the City of Manchester, Manchester School District, Special Events Office, Parks & Recreation, Health Department, Police Department, and Fire Department.
 3. **Insurance:** Vendor will provide Event Insurance, in the amount of 1 Million per occurrence, with the City of Manchester and the Manchester School District to be named as “Additional Insureds”.
 4. **Marketing:** Vendor will market and promote the event regionally & nationally. Marketing to include, but not limited to event website hosting, and communication with schools and cross-country coaches.
 5. **Event Registration & Entry Fee:** Vendor will facilitate Event Registration, including handling and collecting of all entry fees for the event. Vendor should have the capacity to conduct online registration and invoice teams, per appropriate accounting practices, including providing respective W-9 to teams paying entrée fees through their respective school district.
 6. **Safety Personnel:** Vendor will secure and manage all safety personnel for appropriate event administration; to include ACT’s, EMT, Police, and Course Marshals.
 7. **Event Infrastructure:** Vendor will provide all event infrastructure to include, but not limited to, medical tents (supplies, cots, tables, chairs), metal barricades for crowd/course control at finish line, mile markers, starting line feather flags, cones for course directional, and tents for medical, registration, apparel, and concessions.
 8. **Course Preparation:** Vendor will execute all course preparation & grooming to include, but not limited to painting and marking course, clear debris from course (trees, branches, leaves, loose gravel).
 9. **Event Timing:** The Vendor will provide all Event Timing to include:
 - a. Chip Timing (disposable timing chips on bibs) with timing splits at 1 mile and 2 mile marks
 - b. Live results to the event website
 - c. Finish Lynx Timing at Finish Line
 - d. TV Monitors with instant results at Finish Line

- e. Live Results from splits to PA Announcer for in-race announcing and team scores.
 - f. Timing of the Manchester Middle School Invitational on Friday, Sept 21, 2019 a discounted rate
10. **Event Day Race Management:** Vendor will provide Event Day Race Management/Race Direction to include but not limited to:
- a. Create and adhere to event day timelines (schedule of events of eight races and award ceremonies).
 - b. Effective radio communication between event staff, timers, medical personnel, and security.
 - c. Team registration on-Site to include team packet pick-up, roster changes, and payment of team entry fees on race day.
 - d. Athlete/Course management (Properly mark courses and marshal along route).
 - e. Properly dismantle and take down all equipment upon conclusion of event.
 - f. Take necessary provisions to assure Derryfield Park is in same condition upon arrival to the event.
11. **Music/DJ/Race Announcer/PA Equipment:** Vendor will be responsible for providing music & DJ, race announcer, and appropriate PA equipment at the starting line, finish line, and stage. Vendor assures PA announcer follows script between and during events to include in-race announcing. Vendor can contract services out, if necessary.
12. **Staging & Port-a-Potty:** Vendor will be responsible for providing and securing staging and port-a-potty for event and will work accordingly with the City of Manchester for appropriate placement at Derryfield Park. Vendor can contract services, if necessary.
13. **Awards:** Vendor will be responsible for providing awards at conclusion of the event, which includes a presentation of JV & Freshman Awards at conclusion of their respective races, and Varsity Awards at approximately 1:30 PM.
- a. Girls/Boys Freshman Race
 - b. Girls/Boys Junior Varsity Race
 - c. Girls/Boys Small School Race
 - d. Girls/Boys Large School Race
14. **Apparel:** Vendor will be allowed to sell apparel specific and geared to the Manchester XC Invitational. Apparel may include T-Shirts, Shorts, Sweatshirts or Pullovers, with vendor responsible for the costs of apparel, design graphics, screen-printing, and execution of sales on-site.
15. **Central HS Boosters:** Vendor will contract with the Central High School Boosters to operate concession stand, on-site, where the Boosters Club retains 100% of proceeds from food and beverage sales.
16. **Manchester Middle School Invitational:** Vendor will provide chip timing services for the Manchester Middle School Invitational at a discounted rate.

- D. Vendor will need to submit a written summary outlining each of the points for Event Administration, while including an Event Profit & Loss, projecting all overhead, and gross and net incomes from Event.
- E. All documents and required information listed in the “Content of Proposals” section of the RFP must be verified, completed and signed by the appropriate company officers.
- F. Manchester School District reserves the right to make the final decision on awarding a vendor for Event Administration for the Manchester XC Invitational, regardless of profits, expenses, or other services provided through the vendor.

V. MINIMUM QUALIFICATIONS

- A. Vendor should have a minimum of three to five years experience in Event Administration, specifically demonstrating past experience of managing running events equal to or comparable to the size of the Manchester Invitational.
- B. Vendor should include past running events administered within the previous three to five years as part of your proposal.
- C. Vendor should provide, a minimum of three references for previous events administered.
- D. Vendor will provide Event Insurance, at a minimum of \$1 Million per occurrence, naming City of Manchester & the Manchester School District “Additional Insureds”.

VI. CONTENT OF PROPOSALS

The following information shall be required in the RFP:

- A. Name, address, email, telephone, and date entity established.
- B. Summary & proposal to the Outlines in the Event Administration Requirement for Vendors- Section IV, including all projected income & expenses.
- C. Completed attached “**Bid Forms**”:
 - General Bidder Certifications and Disclosures
 - Certificate of Non-Collusion
 - Certificate of Tax Compliance Attestation Clause

VII. SELECTION

- A. Proposals will be evaluated by the Superintendent of Schools and other members of the District staff as deemed appropriate. The District administration intends to make a recommendation for contract award to the Board of School Committee at its **Monday, March 25, 2019 meeting**.
- B. Selection criteria will include the fee proposal, the bidder’s expertise, qualifications, experience, resources, professional references, and overall clarity and responsiveness of the proposal to this RFP.

- C.** The Superintendent of Schools may elect to conduct interviews. The final recommendation rests with the Superintendent of Schools as he may deem to be in the best interest of the Manchester School District.
- D.** All participating vendors will be notified of the results in writing after an official contract award has been made.
- E.** Proposers are encouraged to provide additional information about their services, firm, customer service program, management structure and capabilities as they may assist the Direct in its review.
- F.** The District reserves the right to select more than one vendor where it deems it is in their best interest to do so.
- G.** The Manchester School District, at its sole discretion, reserves the right to accept any proposal, in whole or in part, waive minor inconsistencies and/or to negotiate further any terms of the proposal in achieving the best results for the School District.
- H.** The Manchester School District reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.
- I.** The Manchester School District may reject any or all proposals for any reason, should it be deemed in the best interests of the School District to do so.
- J.** The School District also reserves the right to abandon the project or to solicit and re-advertise for other proposals.
- K.** The Manchester School District reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the Manchester School District's sole judgment, best meets the requirements of the project.
- L.** The District reserves the right to reject any vendor's RFP submission due to past contractual or performance issues with the District.
- M.** The Manchester School District reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- N.** The Manchester School District anticipates entering into a contract with the respondent who submits the proposal judged to be most advantageous.
- O.** The District reserves the right to make minor changes within the general scope of work to the executed contract to address reasonable issues that may arise during the contract term.
- P.** The respondent understands that this RFP does not constitute an offer or a contract with the Manchester School District. A contract shall not be deemed to exist and is not binding until proposals are reviewed, the bidder has been selected, negotiations with the bidder have been completed, and an agreement has been executed by parties and approved by the Board of School Committee.
- Q.** Each Proposer agrees and guarantees that the service offered conforms to the specifications listed and that the final determination of whether or not it does confirm rests solely within the discretion of the Manchester School District.

- R.** Upon acceptance of this proposal, the terms, conditions and specifications of this Request for Proposal shall become part of the “contract” as well as any additional documents that may be issued by the District, or any documents that may be developed in conjunction with the Proposer.
- S.** In the event the parties are unable to negotiate final terms, the Board of School Committee may determine to accept the offer of the bidder deemed by the Board of School Committee to be the second most responsive and responsible bidder.
- T.** The District will evaluate the facts and may, at its sole discretion, reject the vendor’s proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.
- U.** The RFP creates no obligation on the part of the District to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The District reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
- V.** The District further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the Manchester School District may request.
- W.** Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why the Manchester School District should not, upon written request, disclose such materials.
- X.** The successful bidder will be required to carry Workers’ Compensation Insurance per the New Hampshire revised statutes annotated. In addition, the successful bidder will be required to carry Comprehensive General Liability coverage with a minimum combined single limit of \$1,000,000 and Automobile and Truck Liability with a combined single limit of \$1,000,000. Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.
- Y.** All subcontractors must meet the above insurance requirements. All insurance deductibles will be the sole responsibility of the contractor. Insurance companies providing coverage under the terms of this contract shall be approved to do business in the State of New Hampshire.
- Z.** A certificate of insurance that meets or exceeds the District’s insurance requirements is required.
- AA.** The Board of School Committee will make the final selection regarding the contract award as recommended by the selection committee and what selection they deem is in the best interest of the Manchester School District.

VIII. ASSURANCES

By responding to this RFP, each proposer assures the District that, if selected as a Company, they will comply with all provisions of this RFP and the Company's proposal throughout the term of the contract.

COMPANY _____

DATE _____

SIGNATURE _____

PHONE _____

General Bidder Certifications and Disclosures

Firm Name: _____

Business Address: _____

Telephone No.: _____ Date of Proposal: _____

I. Criminal and Civil History. By submission of this proposal, the Proposer hereby certifies under oath that the Proposer, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes _____ No _____

If the answer is “no”, the Proposer shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the bidding Proposer, or the Proposer’s directors, partners, principal officers or key employees. The term “key employee” for each statement shall include, but is not limited to, any employee who has an ownership interest in the Proposer and any employee who shall have contact with the schools, including all delivery personnel. A “bidding crime” is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury or material misrepresentation. The Proposer shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Proposer or the Proposer’s directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract or any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Proposer, as well as the contractor’s/vendor’s directors, partners, principal officers or key employees. The term “key employee” includes, but is not limited to, any employee who has an ownership interest in the Proposer and any employee that shall have contact with the schools, including all transportation personnel. The Proposer shall not be required to disclose any conviction which has been annulled by a court.

II. Creditor Relationships and Business History. Proposer hereby certifies that it:

A. Has been in business for _____ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Proposer filed for bankruptcy protection on _____.

III. Equal Opportunity Employer. Proposer hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes _____ No _____

IV. Safety and Licensure. Proposer certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide benefit consulting services to the District and meets all applicable safety standards.

Yes _____ No _____

V. Insurances. Proposer holds all the insurances which shall be required by the District.

Yes _____ No _____

VI. Criminal Records and Training. Proposer complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements. (**Note:** Registered sex offenders are not allowed on school property under any circumstances.)

Yes _____ No _____

VII. Contract Performance. Proposer certifies that it has never had a contract terminated for nonperformance.

Yes _____ No _____

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

VIII. References. Bidder must provide 3 references (names, addresses, and telephone numbers) evidencing experience with a project of equivalent nature, scope and size.

The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Proposer on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the District.

Proposer's Name: _____

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }

COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ known to me to be the same person(s) described in and who executed the within instrument, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and he/she (or they severally) acknowledged to me that he/she (or they) executed the same or their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____

Commission Expires: _____

If Corporation:

STATE OF _____ }

COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further does say that he/she resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he/she signed his/her name thereto by like order of their own volition with the intent that the District

Notary Public, State of _____

Commission Expires: _____

If Partnership:

STATE OF _____ }

COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership of their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____

Commission Expires: _____

If LLC:

STATE OF _____ }

COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further does say that as the (title)_____ of _____ that he/she has the authority to sign on behalf of said entity pursuant to that entity's Schedule of Authorization-adopted annually by its Board of Directors-and that he/she signed his/her name thereto by like order of their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____

Commission Expires: _____

**MANCHESTER SCHOOL DISTRICT
20 Hecker Street
Manchester, NH 03102**

Bid Due: Tuesday, February 19, 2019 at 10:00 AM Eastern Standard Time

CERTIFICATE OF NON-COLLUSION

Firm Name: _____

Business Address: _____

Telephone No.: _____ Date of Proposal: _____

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she shall furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

- a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and shall not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - 3) No attempt has been made or shall be made by the Proposer to induce another person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

- b. A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) - (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the Manchester School District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the Board of Directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(Signature)

(Title)

(Typewritten Name)

(Name of Business)

(Address)

(City/State)

(Phone)

(FAX)

(Date)

MANCHESTER SCHOOL DISTRICT
20 Hecker Street
Manchester, NH 03102

Bid Due: **Tuesday, February 19, 2019 at 10:00 AM Eastern Standard Time**

CERTIFICATE OF TAX COMPLIANCE ATTESTATION

ATTESTATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state and federal tax returns and paid all state and federal taxes required under law.

**Signature of Individual or Corporate Name (Mandatory)

By: Corporate Officer (mandatory, if applicable) (Title)

Social Security (voluntary) or Federal Identification Number

(Address)

(City/State)

(Phone)

(FAX)

(Date)

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

Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.