



Conor M. Baldwin
Chief Financial Officer

Austin Ball
Deputy CFO

MEMORANDUM

TO: Thomas A. Golden, Jr., City Manager 

FROM: Conor Baldwin, Chief Financial Officer

CC: Yovani Baez-Rose, Assistant City Manager/ DPD Director
Paul St. Cyr, DPW Commissioner
P. Michael Vaughn, Chief Procurement Officer

DATE: July 6, 2023

SUBJECT: MOTION RESPONSE: 10/4/2022 - C. Robinson - Req. City Mgr. Begin Conversations Around A Possible Partnership With Lowell Catholic With Focus On Improvements To Fields They Are Utilizing For Athletics

Lowell Catholic High School currently utilizes a number of city fields for the various athletics offered at the high school. The use of the fields is currently permitted by the Board of Parks. Those field include, but are not limited to the following:

- Baseball – Hadley Field (Highlands)
- Lacrosse – Gage Field (Centralville)
- Hockey – Janas Rink (Belvidere)
- Tennis (Boys) – Gage Field (Centralville)
- Tennis (Girls) – Callery Park (Highlands)
- Soccer – Gage Field (Centralville)

Previously, the City and Lowell Catholic had discussions around the possibility of establishing a partnership to improve the area of Manning & Ventura Fields, located on Boston Road in South Lowell. The goals of the partnership were to expand recreational opportunities in that area for the public, and provide LCHS a better “home field” location for their student athletic programs. At the time, Lowell Catholic expressed an interest in consolidating the number of fields used for school athletics into one location in the city. However, both Manning and Ventura Fields were a component of the City’s Article 97 field replication plan pursuant to Chapter 46 of the Acts of 2017 and could not be encumbered. In the ensuing years, the special legislation has been repealed by the Legislature and LCHS has expanded their Stevens Street campus with a new, 25,000-square-foot building in 2018.



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In response to the above referenced motion of the City Council, the finance team, DPW, and DPD met with Ms. Maryellen DeMarco, the Principal of Lowell Catholic and her facilities staff. The conversations have sparked a renewed interest in future partnerships of mutual benefit. After the construction of the additional facilities on the LCHS site, the capital capacity of the high school has been diminished. However, throughout the spring of 2023, conversations have been ongoing as to other opportunities for partnerships between the city and LCHS, including both the fields in South Lowell and other available fields in the city.

Based on the location of an existing wetlands adjacent to Manning & Ventura Fields, the Department of Planning and Development (“DPD”) Division of Development Services (“DDS”) preliminary review of this site would require additional review from the city’s Conservation Commission. Pending additional research, it may also involve the land use boards in Chelmsford, because the property crosses the border into their town. According to the planning staff, this process would require filing for site plan review with the Planning Board to construct a new parking area with more than 14 parking spaces and filing a Notice of Intent (“NOI”) with the Conservation Commission. Lowell Catholic would also need to engage Chelmsford to ensure that they do the proper permitting for the portion of the project located in Chelmsford. They will likely need to file for an NOI there, too, since the wetlands regulations are the same throughout the state. This may also require site plan review in Chelmsford but depends on their regulations.

If the city were to move forward with some long-term agreement for use of the land, the city must adhere to the requirements of Chapter 30B of the Massachusetts General Laws, as it relates to land disposition. One procurement avenue could be through a sponsorship of the fields, like the process started in 2018 with RFP #18-65, whereby the city would maintain ownership, but essentially allow a private entity, like Lowell Catholic, to have primary use of the fields, in exchange for improvements or other considerations. Any presentation to the land use boards in Lowell or contiguous towns would be on behalf of the City of Lowell with our partners from Lowell Catholic.

The Administration at Lowell Catholic has expressed an enthusiastic desire to partner with the city on potential opportunities for field use and improvements, which may be of mutual benefit to the high school and the City of Lowell. In order to move forward to the next step, the city could issue an RFP like the one advertised in 2017 (RFP # 18-65), or this matter could be referred to a joint meeting of the City Council Parks and Youth Services Subcommittee to fine-tune the details of the solicitation. Ms. Demarco and her team could attend such a meeting, if necessary.

Please let me know if there are any questions.

**City of Lowell
Purchasing Department
City Hall
375 Merrimack Street, Room 60
Lowell, Massachusetts 01852**

Project Name: **Manning Field Complex Sponsorship Opportunities**
RFP No.: **18-65**
Date: **February 7, 2018**
Buyer: **P. Michael Vaughn**
Tel. No.: **978-970-4110**
Fax No.: **978-970-4114**
Email: **pmvaughn@lowellma.gov**

The City of Lowell is seeking proposals to provide a sponsorship for the Manning Field Complex, located at the junction of Edson Street and Manning Road. The sponsor will be allowed to use the existing field and construct additional recreational opportunities. The technical section of this RFP explains the proposal requirements.

DUE DATE

Sealed proposals are due and will not be publicly opened on:
Friday March 9, 2018 at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at **11:00 AM**, EST/EDST, for the work described herein. **PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.**

CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Purchasing Department's office no later than **five (5) business days prior to the Due Date**. Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Proposers in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this IFB, including the specifications, unless such amendment is issued as an Addendum and sent to all Proposers in accordance with this Section (Clarification of Specifications). Proposer is required to acknowledge all addenda.

Any questions that prospective proposers may have on any details of this request for proposal may be directed to P. Michael Vaughn, Chief Procurement Officer at pmvaughn@lowellma.gov

CITY OF LOWELL
MANNING FIELD COMPLEX SPONSORSHIP OPPORTUNITIES
TECHNICAL SECTION

The City of Lowell is seeking proposals to provide a sponsorship for the Manning Field Complex in accordance with the specifications listed below. The City of Lowell reserves the right to consider all proposals, and further reserves the right to reject any or all proposals; in whole or in part, or to accept the proposal deemed most advantageous for the City of Lowell. The City also reserves the right to make the award to other than the proposed offering if such award is found to be more advantageous for the City of Lowell.

The City of Lowell prefers local (Lowell) sponsorships.

GENERAL INFORMATION

The City of Lowell's Manning Field Complex has the potential/area to expand and accommodate additional recreational opportunities. Proposals must explain:

- Type of recreational opportunities
 - Fields, Courts, Playgrounds
 - Provide description and diagram of offer
 - All zoning regulations and permits apply
 - City will have final say on design
 - Include when each group can use, time and day
- Use of recreational opportunities
 - By City Residents
 - By Sponsors
 - Include when each group can use, time and day
- Recreational opportunities additional offerings
 - Parking, Fencing, Lighting, Bathroom/Snack Shack
 - Provide description and diagram of offer
 - All zoning regulations and permits apply
 - City will have final say on design
- Recreational opportunities maintenance/upkeep
 - Provide description of offer
 - For example if offering to install a soccer field, size, will it be artificial turf or natural grass (with or without irrigation)
 - Scoreboard
 - Landscaping Services
 - Bathroom
 - Snack Shack
 - Utilities

CONSIDERATIONS

Offerors must consider the layout of the activities proposed, while they may meet zoning requirements, is the location on the parcel easily accessible from the parking area. Include an adequate buffer to minimize recreational activities noise from abutters.

DURATION & TERMS

The City is offering a **ninty-nine (99) year sponsorship**, with these conditions:

- Sponsorships will be allowed to use corporate logos company names, after City approval
- No sponsorships allowed involving alcohol, tobacco, or any other category the City objects to. The City's decision is non-negotiable.
- The City has the sole right to determine what is an allowable use
- During the sponsorship, no sponsorship changes can be made without prior approval of the City. The City's approval decision is final and binding.
- If during the contract a sponsor changes ownership, sells, closes, goes out of business, the Manning Field Complex sponsorship will terminate.

SPONSORSHIP DETAILS

The City will consider proposals that enhance/expand the Manning Field Complex recreational opportunities. There must be time allotted for residential use each week.

Offers that include the construction of said recreational activities will be required to follow all Massachusetts General Laws, Prevailing Wage requirements and City of Lowell ordinances. This applies to both horizontal construction (field work, lights and parking, ect) and vertical construction (building)

PROPOSALS

Bidders should submit one (1) original and two (2) copies of their proposal.

Proposals shall contain the following information:

No more than two pages - an executive summary of your organizational, your plan for the space.

No more than ten pages – a detailed of your plan for the space, including a drawing of the spaces use. The detailed plan must comply with all site zoning and set back requirements.

The City and the proposer selected will enter into a formal contract.

The selected proposal is solely responsible for all permits, zoning bylaws, setback back requirements and City approvals.

CITY OF LOWELL

In accordance with the Specifications, and under the terms and conditions mentioned above, I (We) hereby offer to furnish and deliver to departments described above the following materials which shall in all respects meet the attached specifications, as required during the terms mentioned above for the following prices:

“Manning Field Complex Sponsorship Opportunities”

Signature of Bidder _____

Print Name and Title _____

Company Name and Address _____

Telephone Number _____

Email Address _____

Please complete the attached forms and return with your proposal, thank you in advance for your assistance.

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A.

Massachusetts Conflict of Interest Law, G.L. c. 268A, governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of Contractor to ensure compliance with the Commonwealth's Conflict of Interest Laws and avoid any conduct which might result in or give the appearance of creating for Board members, officers or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof or any conduct which might result in a Board member, officer or employee failing to comply with G.L., c. 268A. Non-compliance with these Conflict of Interest terms shall constitute a material breach of this Contract.

For purposes of this solicitation, it is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of the City by the Bidder, Bidder's employees, subcontractors, or agents in connection with the award or performance of this Contract. It is further understood and agreed that no Board member, officer, or employee of the City; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, no officer, employee, or elected official of the Commonwealth of Massachusetts, executive or legislative of the City; and no member or delegate to the Congress of the United States, during his/her tenure shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the City's Chief Procurement Officer in writing and fully disclose all circumstances thereof. The City reserves the right to grant an exception to the requirements of this Section, if so allowed by law, and notify the Contractor thereof. If the City does not grant an exception, the Contractor shall, within ten (10) days of written notice from the City, take all action necessary to comply with the terms stated herein.

The Bidder shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the City is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF: _____ Date: _____

COUNTY OF: _____ S.S.: _____

The undersigned being duly sworn, deposes and says that he/she is the

(Sole Owner; Partner, President, Treasurer,
or Other Duty Authorized Official of a Corporation)

of _____

(Name of Firm as Appearing in Submitted Proposal)

and works in _____

(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20 ____

Notary Public: _____ My commission expires: _____

IN WITNESS WHEREOF, the undersigned certifies, under the pains and penalties of perjury that:

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the proposer is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Lowell as required by law.
3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Signing Bid or Proposal

BY: Corporate Officer (Type/Print)

Corporate Name (Full Business Name)

BY: Corporate Officer (Sign)

Social Security or Federal Tax ID#
Business (DBA)

State of Incorporation/City of
Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. You're Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The City of Lowell is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the twelve months, ending June 30. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of (insert name of corporation)

Held _____ at which all the Directors

Were _____

Present or waived notice, it was voted that _____ (name)
_____ Of this corporation, be it he or she, hereby is (corp. office)

authorized to execute bid documents, contracts and bonds in the name and on (corp. office)

behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid

document or contract or obligation in this corporation's name on its behalf under seal of the

corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(Clerk or secretary)

Place of Business: _____

I hereby certify that I am the clerk/secretary of the _____
(Name of Corporation)

And that _____
(Name)

is the duly elected _____ of said corporation,

and _____
(Corp. office)

that the above vote has not been amended or rescinded and remains in full force and effect as of
the date set forth below.

ATTEST _____
(Clerk or secretary)

Date:*

* This date must be on or before the date of the Contract