REQUEST FOR PROPOSAL (RFP #4-17)
VANCOUVER TENNIS CENTER OPERATIONS AND MANAGEMENT

The City of Vancouver (the City) is seeking proposals from qualified firms/individuals to operate and maintain the Vancouver Tennis Center (VTC). VTC is located at 5300 E 18th St. in Vancouver, Washington.

Request for Proposal packets may be examined at Vancouver City Hall, Customer Service Desk, 1st floor lobby, 415 W. 6th Street, Vancouver, Washington. Request for Proposal packets may be obtained from the Builder's Exchange of Washington (BXWA) website at http://bxwa.com. Click on Posted Projects, Goods and Services, City of Vancouver and Projects Bidding links. These are available for viewing, downloading and printing at your own equipment free of charge. You may also link to the Builder's Exchange website through the City of Vancouver's "Projects Currently Out for Solicitation" page at http://www.cityofvancouver.us/fms/page/projects-currently-out-solicitation.

A **NON-MANDATORY** Pre-Submittal Meeting and Site Visit will take place on **JANUARY 5, 2017** at 1:30 PM. Attending the meeting and site visit is not a pre-requisite to submitting a proposal. Interested parties will be met in the Lobby of the Vancouver Tennis Center, 5300 E 18th St, Vancouver WA 98661 and escorted to the meeting room. After the meeting, attendees will be taken on a tour of the facility. Comments by City staff will be limited to a review of the project. The City requests that all questions be submitted in writing by the date listed below so that responses can be prepared and distributed to all potential proposers as an Addendum.

Questions and requests for clarification must be submitted via email, by 4:00 p.m. **JANUARY 13, 2017** to Mike Wolfson, Procurement Specialist at (360) 487-8428 or Mike.Wolfson@cityofvancouver.us. Incomplete submissions or submissions received after the deadline may not be considered. If required, an addendum addressing questions and requests for clarification will be issued no later than **JANUARY 19, 2017**.

Sealed proposals will be received by the Procurement Services Manager of the City of Vancouver, Washington up to the hour of 3:00 PM (Pacific Time) **WEDNESDAY, JANUARY 25, 2017** Responses delivered later will not be accepted. The City of Vancouver is not responsible for delays in delivery.

All responses to this request that are mailed through the United States Postal Service must be addressed to the Procurement Services Manager, City of Vancouver, P.O. Box 1995, Vancouver, Washington 98668-1995. Please be advised that USPS deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery. Hand-delivered responses or responses not sent through the USPS, must be delivered to the Vancouver City Hall, Customer Service Desk, 1st floor lobby, City of Vancouver, 415 W. 6th Street, Vancouver, Washington 98660. The United States Postal Service (USPS) will NOT deliver to the street address.

All proposals must be placed in a sealed envelope, which is clearly marked **"RFP #4-17 VANCOUVER TENNIS CENTER- OPERATIONS AND MANAGEMENT** responses' by **FAX** or **EMAIL** will not be accepted**.**

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities.

The City of Vancouver reserves the right to cancel this request or reject any and all responses submitted or to waive any minor formalities of this call if the best interest of the City would be served.

No proposer may withdraw their proposal after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding **ninety (90) days**.

_____ Kevin Yin, Procurement Services Manager

INTRODUCTION

The City of Vancouver encompasses 48.61 square miles and has a population of more than 174,100 and is projected to exceed 200,000 within the next 10 years. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

BACKGROUND

City of Vancouver staff currently operates, manages, and maintains the Vancouver Tennis Center (VTC or facility).

The City has been operating the facility since 1975. The property under the tennis facility is owned by the Vancouver School District and the City has an 8-year **lease remaining** in place for the facility and one 5-year extension on that **lease.** The building and improvements are owned by the City of Vancouver. Please see **Exhibit A** for a copy of the existing lease terms and conditions. The site includes a large indoor facility containing 9 tennis courts, 3 racquetball courts, lockers rooms, small lobby, viewing balcony and 4 lighted outdoor tennis courts, which are also striped for four pickle ball courts and two 10 and under courts.

The parking lot located at the corner of Devine Rd. and 18th St. will be part of the successful contractor's responsibilities.

In the past two years, 2014, 2015 revenue at the facility was $861,826 and $823,684 respectively, broken down in the revenue categories found in **Exhibit B.**

The City is seeking competitive proposals to operate and maintain this facility for the duration of the active lease and optional extension. The actual term will be finalized during negotiations of the Agreement, as this may depend on the viability of the proposed plans and best interest of the City. The City's goal is to streamline the operation and the facility to provide moderately priced tennis facility to patrons while improving the financial stability of the center so it can remain a community asset for years to come. The negotiated Agreement with the successful contractor will include an expectation of strong business practices with performance targets to ensure ongoing access and recreational benefits to the community.

SCOPE OF WORK.

The City is seeking proposals from qualified firms/individuals to provide the following management, maintenance, and operations services for the Vancouver Tennis Center:

1. The successful contractor will be completely responsible for the day to day maintenance and operation, cash handling, booking and court reservations. The successful contractor will be responsible for all facets of the operation of VTC; staffing, scheduling, programming lessons, leagues and special events, complete court reservation scheduling, cash/credit control, website management and retail sales, if appropriate.

2. Successful contractor will be required to abide by all state, federal and locally applicable laws and shall obtain and maintain all business licenses and other permits required to conduct business at the facility.

3. Customer service is an integral part of the business of running the VTC. The successful contractor must have a strong commitment to high quality customer service and to the success of the facility. The proposer should be able to illustrate how they can meet this expectation.

4. Successful contractor will provide a routine maintenance and cleaning of grounds, buildings and restrooms/locker rooms to keep them clean, hygienic, litter free and in good operating condition. A cleaning schedule will be included in the contract. Successful contractor will provide all janitorial and hardscape maintenance within the building and outdoor tennis court area and patio.

5. The facility is managed as a community center that welcomes members and non-members, with drop in hours and rates. There must be some drop-in times and fees available for members of the public

6. The successful contractor will select, obtain, implement, and maintain a fully-functional independent POS system to improve cash handling and reporting of sales and bookings for all operations at VTC. The successful contractor will also track tennis center activities such as, but not limited to court fees, rentals, lessons, memberships and any retail sales or ball machine use and provide this information to the City on a quarterly basis These reservation and point of sale systems must meet the following basic requirements:

    - Reservations
        - Track all reservations, tournament and group, individuals and payment activity
        - Track all booking and player-specific payment activity, including groups
        - Allow online booking by customers
    - Customer Relationship Management (CRM)
        - Track customer contact information including e-mail addresses
        - Identify customer spending in detail

    - Application must maintain e-mail and short message service (SMS) functionality that may include reminders, confirmations and event invitations.
- Point of Sale (POS)
    - Should be integrated with the reservation and membership software
    - Transaction processing, including refunds, cash, credit card, split form of payment
    - Coupon/discount capability
    - Real time inventory
    - Cash out reports by cash drawer
    - End of day close out with integrated batch settlement
- Technical Requirements
    - Vendor will develop, administer, maintain and support all aspects of the operating system and application, and website hosting, including upgrades to support new technologies and new functional needs
    - Vendor will setup, maintain, monitor and reply to and from e-mail and social networking
    - Application must be accessible through a web browser
    - Application must be tested and work on the following browsers: IE, Chrome, Fire Fox, Safari, and Edge.
    - Application should be both mobile web compatible, and a mobile web application
    - Application must be PCI compliant, with evidence provided to City, SAS70
    - Read-only access to reporting and forecasting functions within the application must be provided to designated City staff

- Successful contractor will be required to prepare and submit annual marketing, maintenance, business, and budget plans and fee schedule to City for review. Operator will be responsible for preparing an annual operating budget to address ongoing operational needs and will provide City an annual income and expense report. All sales reporting, comparative analysis, profit/loss statement, budget and forecasting report will be provided to City for review on a quarterly basis. All records will be retained and made available upon request to City for the duration of the contract. City reserves the right to request additional information at any time.

APPROXIMATE TIMELINE

RFP issued:	December 16, 2016
PROPOSALS DUE:	**JANUARY 25, 2017**
Candidate Interview	February, 2017
Contract negotiations	March-April 2017
Council Approval	May, 2017
Transition Time Period	June- July, 2017

New Contractor Begins Operation August 1, 2017

ADDENDUM

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained from the Builder's Exchange of Washington website at http://bxwa.com. Click on Posted Projects, Goods and Services, City of Vancouver and Projects Bidding links; however the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

INFORMATION

Questions and requests for clarification must be submitted via email, by 4:00 p.m. **JANUARY 13, 2017** to Mike Wolfson, Procurement Specialist at (360) 487-8428 or Mike.Wolfson@cityofvancouver.us. Incomplete submissions or submissions received after the deadline may not be considered. If required, an addendum addressing questions and requests for clarification will be issued no later than **JANUARY 19, 2016**.

GENERAL INFORMATION FORM

The *General Information* form, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age. ***Failure to submit this form may result in your proposal being deemed non-responsive.***

GENERAL INFORMATION FORM

RFP #4-17 VANCOUVER TENNIS CENTER OPERATIONS AND MANAGEMENT

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.

Failure to submit this form may result in your proposal being deemed non-responsive.

Authorized Official (Signature)	Date
Print Name of Authorized Official	Title of Authorized Official
Company Name	Contact Person
Address	City, State, Zip
Phone Number	Fax Number
E-Mail Address	Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained from the Builder's Exchange of Washington web site, http://bxwa.com

SUBMITTAL REQUIREMENTS & PROCEDURE

Submittal Requirements:

- Responses should be concise and only include information requested.
- Number of original copies: **1**
- Number of copies: **6**
- Electronic version: **CD or USB thumb drive** (MS Word, MS Excel compatible and pdf formatted files)
- Page size: **8.5" x 11"**
- Minimum font size: **12** point
- Maximum number of pages: **15** double sided (**30** single sided)
  - **INCLUDED** in the page count: Evaluation Criteria responses, charts, graphs, pictures, resumes and all other text.
  - **NOT INCLUDED** in the page count: General Information Form (**Failure to submit the General Information Form may render the proposal non-responsive and therefore void)**, section dividers, back cover.

Submittal Procedure:

- Responses are to be submitted in a sealed envelope and labeled:

  RFP 4-17 VANCOUVER TENNIS CENTER OPERATIONS AND MANAGEMENT

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, JANUARY 25, 2017**

Delivery Address:	**Mailing Address:**
(Hand delivery & non-USPS) Procurement Services Manager City of Vancouver Customer Service Desk 1st floor lobby 415 W. 6th Street Vancouver, WA 98660	(USPS) Procurement Services Manager City of Vancouver PO Box 1995 Vancouver, WA 98668

- Responses submitted by **EMAIL** or **FAX** will not be accepted**.**
- Please be advised that USPS deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.
- Responses received after the listed date and time will not be accepted.
- The City of Vancouver is not responsible for delays in delivery.

EVALUATION PROCESS

The City will determine the most qualified proposer based on the Evaluation Criteria listed using predetermined weights and the responsiveness of the RFP. A subsequent round of interviews may be used to evaluate finalists.

The City reserves the right to conduct interviews of a short list of proposers. If the City decides to conduct interviews, the interview sessions will be evaluated in a manner similar to the proposal. Topics covered in the interview session shall include the topics listed hereinbefore under the "Evaluation Criteria" section plus any additional, relevant topics which may arise during both the formal presentation and the question and answer portions of the interview. If interviews are conducted and if your firm is selected for an interview, you will be contacted by the City for next steps.

EVALUATION CRITERIA

These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all of the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each proposal shall include:

1. **Project Approach Proposers Experience:**
   Information under this section should include, but not be limited to, your understanding of the City's requirements, and a proposed project schedule and your firm's approach:

   a. Provide a clear and concise understanding of the project by describing and clarifying any major issues based upon project information provided in this RFP.
   b. Provide a detailed description of the firm's approach to overall management, allocation of resources, and integration of all activities required by the scope of work.
   c. Provide statement regarding lines of authority and responsibility, and a statement regarding how your firm is prepared to respond promptly to problems and any changes to the scope of work.
   d. Provide a detailed description of the proposed services offered and the methodology that will be used to accomplish the tasks identified in the scope of work section. This work plan will detail team assignments and narratives of work approach and work force, schedule of activities with time allocations.
   e. Provide plans for ensuring the facility is maintained and operated at a high level of standards and the staff is providing the highest level of customer services.
   f. Provide plans to develop marketing and business strategies to attract more members and users, increase sales, increase events, etc. for the purpose of increasing revenue and profit for the facility.
   g. Provide performance matrix for performance management of the center operation.
   h. Provide an approach for transitioning the current operations, maintenance, and management program and responsibilities so as to demonstrate a well thought out plan that is designed to achieve performance requirements and expectations of this

RFP; a successful transition of existing operations with no disruption of the high quality service and performance guarantees requested by the City. Provide a summary of the key components of the Proposer's envisioned transition plan, an indication of the key elements of the anticipated City staff involvement, along with indication of the timelines. While the City recognizes that many of the details are not practical to finalize at this time, the Proposer shall provide an outline of the activities, timeline and proposed approach for the transition**. Proposers must include their process for evaluating and, if appropriate, hiring existing Tennis Center staff.**

This criterion addresses the City's concerns regarding the transition of operations. The City's desire and objective is to achieve a well-planned, reliable and timely set of transitions that minimize disruptions to operations and satisfy the requirements outlined in this RFP. The evaluation will look for detailed specificity regarding these transitions to allow a comprehensive understanding and evaluation by the City.

2. **<u>Proposer Capabilities & Qualifications</u>:**
Provide an overview of the proposer's organization, size and experience; major clients; areas of expertise; approximate number of staff assigned to the project; unique qualifications of the proposer; and other matters that the proposer feels would assist the City in the evaluation process, including tools used to gather customer service feedback and evaluation of the operations and facility

   a. Provide company description; include number of years in business, size, specialties, etc.
   b. Resources available to perform the services required under this contract.
   c. Provide a list of best practices your company utilizes when making recommendations.
   d. Describe the firm's resources available to perform the work for the duration of the project and other on-going projects.
   e. Provide information concerning previous experience with governmental agencies (preferably cities) for similar contracts performed within the last three years that best characterize your firm's capabilities and work quality. Include contact information for at least three (3) of the contracts listed.
   f. Provide the name, title, brief description of duties, and years of experience and availability for the staff that will be assigned to this contract and their pertinent experience.
   g. Sub-Consultants: Provide the name and address of any sub-consultant that may perform work under this contract and what services they may provide. Include information about their experience and the name, title and brief description of duties and years of experience for each staff member that will be assigned this project.

3. **<u>References</u>:**
   Provide at least three (3) references from current or past local government accounts of similar size and scope from within the last three (3) years. It is preferred that each reference provide a statement about projects the proposer has worked on documenting the ability to perform the work required for the duration of the project, as well as other on-going projects.

4. **<u>Cost and Fee Proposal</u>:**
   Provide a fixed cost proposal for all personnel requirements and any other applicable costs associated with the services to be provided. Include the hourly rates of those individuals that may perform work under this contract. Provide any cost sharing proposals addressing deferred capital maintenance or any other proposal that would benefit both parties, while serving the public and providing access to all users. Provide an annual pro-forma and fee schedule for the first five years of operation.

5. **<u>Financial Strength and Stability:</u>**
   The Proposer must provide documentation of its financial strength and stability as a going concern. The Proposer must satisfy the City that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP. Documentation shall include (submitted in separate envelope labeled "Financial Statements."):
   a. Financial Statements: Provide year-end financial statements for the last three years that support the organization's financial ability to perform the services included in this RFP and the Proposal.
   b. Audited Statements: Provide independently audited financial statements for the most recent fiscal year.
   c. Financial Commitments: Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, and guarantor letters or otherwise affect the proposer's ability to perform the Contract.
   d. Working Capital: The Proposer shall describe its working capital sources and quantify the amount it expects to need for the initial operation of this project. Include the source of this capital and if any part of it will be borrowed, include verification from a financial institution that your organization is approved or pre-qualified to borrow sufficient funds.
   e. Financial Interests: The Proposer shall disclose and describe any financial interests in related businesses.

<u>EVALUATION SCORING</u>

Each proposal received in response to this RFP will be evaluated and scored as follows:

1. Project Approach and Understanding (**<u>30</u>** points maximum)
2. Proposer Capabilities and Qualifications (**25** points maximum)
3. References (**<u>10</u>** points maximum)
4. Cost Proposal (**<u>25</u>** points maximum)

5. Financial Strength and Stability (**10** points maximum)

AWARD OF CONTRACT

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal conforms to the request, receives the highest scoring through the evaluation process, and which will be the most advantageous to the City. It is the intent of the City to award a contract on a fair and competitive basis. All performance and technical standards stated in the RFP must be met as a condition of proposal acceptance. The selected proposer will be required to enter into a City of Vancouver professional services contract.

The City will attempt to reach a final agreement with the highest scoring proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached. Once a decision has been made to formally award this contract, an award letter will be sent. No other act by the City shall constitute acceptance.

The successful contractor shall enter into a professional services agreement with the City (see Attachment "A"). These attached terms and conditions (T&C's) are meant to be non-negotiable, but may be modified at the City's sole discretion.

Any concerns with said T&C's must be addressed within the submitted response. Requests to modify the T&C's after the response's closing date and time will not be considered.

The City will review all concerns but is not obligated to change any part of said T&C's.

GENERAL TERMS AND CONDITIONS

Termination

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

Insurance

The successful contractor will need a current Certificate of Insurance and shall provide proof of insurance to the City of Vancouver on the standard "ACORD" or comparable form with the following:

- $1,000,000 minimum/general liability
- $1,000,000 combined single limit auto liability
- $1,000,000 minimum/professional liability
- $1,000,000 umbrella liability
- City of Vancouver named as additional insured

Workers' Compensation

Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than:

- $500,000 for each accident;
- $500,000 for each disease for each employee,
- $500,000 for each disease policy limit.

Other Requirements:

- The Contractor shall be in current compliance with the State of Washington Industrial Insurance Program.

- The Contractor shall be in current compliance with all employment security laws in the state in which services are provided.

- Washington Stop Gap Coverage: Consultants located in in North Dakota, Ohio, West Virginia, Washington and Wyoming must have Washington Stop Gap coverage listed on the Certificate of Liability Insurance. The limits and aggregates noted above must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

- Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

- City Listed as Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the CGL policy and shown on the certificate as an additional insured with an additional insured endorsement.

- City shall be listed as the Certificate Holder.

Consultant shall obtain and keep in force said insurance during the entire term of the contract.

Performance Bond
The Proposer must demonstrate the ability to provide a performance bond (AA Best rating) equal to $ 1,000,000.

Liability and Hold Harmless
Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder. Consultant shall defend, save and hold harmless the City of Vancouver, its officers, agents, employees and assigns from any claims, damages, losses, liability or expenses (including attorney's fees) which

arise from the negligent performance of this Contract, except those claims, damages, losses, liability, or expenses which arise from the sole negligent acts or omissions of the City, its officers, agents, employees or assigns.

Consultant shall obtain, and keep in force, said insurance during the entire term of the contract. Do not submit an insurance certificate with your submittal.

City Business and Occupation License
In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 800-451-7985, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

Reimbursement
The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any Consultant to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the Consultant.

Cooperative Purchasing
The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

Public Records and Proprietary Material
Proposers should be aware that any records they submit to the City or that are used by the City even if the proposers possess the records may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Proposers should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the RFP proposer of any public disclosure request for the proposer's proposal. If the proposer believes its records are exempt from disclosure, it is the proposer's sole responsibility to pursue a lawsuit under RCW

42.56.540 to enjoin disclosure. It is the proposer's discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

CITY OF
Vancouver
WASHINGTON

ADDENDUM NO. 1

Project: **RFP #4-17 VANCOUVER TENNIS CENTER OPERATIONS AND MANAGEMENT**

Date: **JANUARY 6, 2017**

This Addendum shall become as fully a part of the above-named project and RFP documents as if therein written and shall take full and complete charge over anything therein written contained to the contrary. Each Proposer shall be responsible for reading this Addendum to ascertain to what extent and in what manner it affects the work to be performed.

THIS ADDENDUM CHANGES THE PROPOSAL DUE DATE TO:

3:00 PM, MARCH 15, 2017

1. **IMPORTANT DATES**

   The schedule for this project has been **UPDATED**. The due date for proposals and for award of a contract for the services described in the RFP has been **EXTENDED** to allow potential proposers additional time to prepare and submit their proposal. The **REVISED** timetable follows:

RFP issued:	December 16, 2016
Deadline for Questions:	**February 10, 2017**
Deadline to Release Addendum:	**February 16, 2017**
PROPOSALS DUE:	**MARCH 15, 2017**
Candidate Interview	**April, 2017**
Contract negotiations	**May–June2017**
Council Approval	**June, 2017**
Transition Time Period	**July - August, 2017**

2. The City anticipates releasing another Addendum with responses to questions received about this project.

APPROVALS:

1/6/17

Kevin Yin, Procurement Services Manager **Date:**

CITY OF Vancouver WASHINGTON

ADDENDUM NO. 2

Project: **RFP #4-17 VANCOUVER TENNIS CENTER OPERATIONS AND MANAGEMENT**

Date: **FEBRUARY 9, 2017**

This Addendum shall become as fully a part of the above-named project and RFP documents as if therein written and shall take full and complete charge over anything therein written contained to the contrary. Each Proposer shall be responsible for reading this Addendum to ascertain to what extent and in what manner it affects the work to be performed.

THIS ADDENDUM CHANGES THE PROPOSAL DUE DATE TO:

3:00 PM, MARCH 30, 2017

NON MANDATORY PRE-SUBMITTAL MEETING/SITE VISIT

A **SECOND NON-MANDATORY** Pre-Submittal Meeting and Site Visit will take place on **JANUARY 23, 2017** at 1:00 PM. Attending the meeting and site visit is not a pre-requisite to submitting a proposal. Interested parties will be met in the Lobby of the Vancouver Tennis Center, 5300 E 18th St, Vancouver WA 98661. After the meeting, attendees will be taken on a tour of the facility. Comments by City staff will be limited to a review of the project. The City requests that all questions be submitted in writing by the date listed below so that responses can be prepared and distributed to all potential proposers as an Addendum.

IMPORTANT DATES

The schedule for receiving proposals and awarding the project has **CHANGED**. The **UPDATED** anticipated schedule is listed below:

ADDED - **Non –Mandatory Pre-Submittal Meeting/Site Visit**	**February 23, 2017**
UPDATED - Deadline for Additional questions on the RFP or facility:	**March 3, 2017**
UPDATED - Release of 3rd Addendum, answering questions	**March 9, 2017**
UPDATED - Proposals due:	**MARCH 30, 2017**.
UPDATED - Candidate Interview	**April, 2017**
UPDATED - Contract negotiations	**April – May, 2017**
UPDATED - Council Approval	**June, 2017**
UPDATED - Transition Time Period	**June - August, 2017**

ADDED - New Contractor Begins Operations **SEPTEMBER 1, 2017**

QUESTIONS AND ANSWERS

1. Question: The RFP states the "successful contractor will be required to prepare annual marketing, maintenance, business and budget plans to the City". For greater clarity on the level of detail inherent in this requirement, can the City make these documents available for the past 2 years, as prepared by current VTC or Parks Department staff.
   The Parks and Recreation Department has not created this kind of document to date.

2. The RFP requests a fixed cost proposal. We believe a fixed cost contract may encourage cost containment by the operator, but would not encourage growth in variable revenue sources that have associated variable costs, particularly professional instruction. If the operator is successful in growing instructional programs, costs will need to grow as demand for these services grows. Will the city consider proposals that are not exclusively fixed cost and instead may contain incentives to the operator that are tied to revenue, participation growth, and/or profitability objectives?
   Yes, we are open to a range of options that make sense for the vendor, the City and the community. The RFP asks for a proposal for the first 5 years of operations. Growth assumptions (expenses and revenues) should be part of this 5 year proposal. We are seeking a highly qualified contractor to provide a description of successful facility operations based on their experience.

3. This clause makes reference to "deferred capital maintenance". Please provide a schedule of known deferred capital maintenance items and estimated costs.
   The roof on the racquetball building needs to be repaired to stop leaks and address run off. We also need to replace roof top HVAC unit. We do not have a firm cost estimate for that work. Beyond this project, we would want to discuss capital priorities with a potential vendor and come up with an agreed upon list of projects with cost estimates and a funding plan.

4. This clause makes reference to "deferred capital maintenance". A preliminary visual review of the facility suggests there may be roof leaks. If contractors have been consulted on any capital maintenance items, including roof repair, we request that any bids/proposals obtained from contractors to address known deferred maintenance be made available for review during the Q&A process.
   The roof received substantial maintenance in 2011 to resolve leaking issues. There has been some leaking that has emerged since then. The city does not have a current bid or proposal to repair those problems.

5. As opposed to a professional services contract, will the City consider alternative contract proposals, such as for a simple NNN Lease of the City's building and improvements, providing that any such proposal includes contractual assurances the City's objectives for public accessibility and community benefits will be met, and is inclusive of all terms of the original land lease with VSD (Exhibit A)?

The City is open to considering all types of financial proposals and to a discussion about alternatives with a qualified service provider. Please propose your preferred arrangement (or alternatives) and indicate why this is advantageous.

6. The termination clause is very general and states that the City may terminate for "convenience" at any time. The objectives of this RFP will require multi-year investment and strategic planning on the part of the operator and as such we do not believe this clause is appropriate. Will the city consider proposals that include significant modification or elimination of the "termination for convenience" clause?
   Yes, the City may be willing to consider different termination language.

7. It is not clear from Exhibit A how many indoor and/or outdoor courts must be provided to the schools during the time periods listed. The schedule (page 4 of Exhibit A) lists 8 hours per week per school during the boys and girls competitive seasons. The title of the schedule is "Indoor Court schedule" which would imply a single indoor court must be provided during these times. However the asterisk note refers to "courts" which would imply multiple courts are reserved for each school's use in each time slot. Can the City clarify what the terms of the lease have been interpreted to mean with respect to the number of indoor courts required to be held in reserve as rain courts during each time slot?
   Refer to Summary following Question 11 below.

8. The single asterisk (*) states the schedules are for "outdoor courts when weather permits, indoor courts when raining" and lists the individual school entitlements by day of week during time slots between 2:15 and 4:45 PM. However, a later clause in the lease agreement (page 5) states that FVHS has use of outdoor courts on match days and VSD has use of outdoor courts from 2:15-7:15 PM to use "as they see fit". This clause could be interpreted to include all non-match days, including dates outside of the boys or girls competitive season. The following questions are related to this: Can the City clarify how this lease is currently being interpreted and executed in practice? Does VSD use the outdoor courts past 4:45 PM on non-match days? Does VSD use the courts outside of the boys and girls competitive season? Does VTC provide indoor courts for FVHS on match days if it is raining? Does VSD use the outdoor courts for any purpose or activity other than tennis?
   Refer to Summary following Question 11 below.

9. This note states that VSD will provide as much notice of cancellation as possible so VTC can utilize courts for other paying customers. This implies that courts are reserved for, but may be canceled by VSD. Have any specific reservation/cancellation guidelines been established that could be construed as part or addendum to the lease agreement?
   Refer to Summary following Question 11 below.

10. Item number 4 states "teams allowed indoor practice courts up through District/State Tournaments". Noting that the boy's season is in the fall and boy's state tournament is in the late Spring, this could be interpreted to include all time in between. What is the City's interpretation of the entitlement in this clause? Specifically: how many courts and on

what schedule must be made available for practice courts up through District/State Tournaments?
Refer to Summary following Question 11 below.

11. Item 5 makes reference to a weight training facility. Is management of a weight training facility inclusive in the proposed operating agreement? Can the City provide additional details on this facility such as expected entitlement/usage by VTC members and visitors, and equipment expected to be maintained by the operator on an on-going basis (machines, etc.)?
The following is an overview of how the court time is allocated for use by Vancouver School District and is intended to answer all aspects of questions 7-11 above.

Indoor Schedule Implementation:

The schedule (below) for the 4 Vancouver School District (VSD) high schools allot each school the possibility of 8 hours of court time each week on the indoor courts if it rains. Each school gets one (1) court.

	Monday	Tuesday	Wednesday	Thursday	Friday	Hours
Fort	2:30-4:00	2:15-3:45	2:30-4:00	2:15-3:30	2:30-4:45	8
Bay	2:30-4:00	2:15-3:30	2:30-4:00	2:15-3:45	2:30-4:45	8
River	2:30-4:45		2:30-4:45	3:30-4:45	2:30-4:45	8
Skyview	2:30-4:45	3:30-4:45	2:30-4:45		2:30-4:45	8

Outdoor Usage:
The outdoor courts are used between the 2:15-4:45 pm during non-match (practice) days. On match days, the outdoor courts are used until the completion of the match. Most often, local schools are able to complete matches by 6:30 pm. If a team is coming from the Longview/Kelso area, they may finish much later. Some matches have gone to 8:00 pm. These are rare occurrences. In some cases, we provide an indoor court, if available, to help facilitate an earlier completion of the match. There is no presumption of rights to indoor courts when outdoor courts are useable. If it rains on a scheduled match day, matches are cancelled and the indoor practice court policy goes into effect. The 4 schools each get their court according to the provided schedule.

The VSD does not use the courts outside of the Boys/Girls competitive seasons. In the past, they have been used for PE classes, but have not done so for more than 10 years.

Reservation/Cancellation Guidelines:
We schedule the courts as rain contingent, meaning members/patrons can book those courts with the understanding that they will lose it if rain forces the schools inside. Unfortunately, our weather can be very unpredictable in the springtime and can change within minutes. This makes it very difficult for the schools to give adequate notification if they are going to show up or not. We ask the coaches to let

us know if they are not going to use their court but that usually happens only when they know they aren't holding practice.

Court Usage Through District/State:
VSD has usage rights to the courts (one court per school) only during tennis season including the district tournament. All schools that have players advancing through to the State Tournament will receive an indoor rain court per the schedule up until the State Tournament. The WIAA has rules about coaching outside of season that prevent the boys from having organized team practice between the time they qualify for State in October and the month that the State Tournament takes place (May). It is up to the schools to figure out how they utilize the court(s) they are allotted if they have both boys and girls competing in State. Some practice together, some split the time and some only have one gender qualify. Our allotment of courts doesn't change. We take back the courts from the schools that don't have athletes competing and continue to schedule courts for schools that do.

Weight Training Facility:
VSD has not requested use of the weight training room in recent years. It has been available for use by members of the club during facility hours. The room is in the racquetball building which is currently closed while repairs are made to the outdoor breezeway. This asset is not highly utilized, but is part of the management package. The City and the vendor may want to discuss highest and best uses for this area, if the most qualified vendors have other thoughts that would be more beneficial to the operation.

12. The title of the financial exhibit is 2013-2015, but there are four columns shown, implying four years are actually included. Which years are shown in this addendum? In particular, is the last column a full year result? If possible, we would like this table to be re-issued clearly labeling the years as column headers and inclusive of 2016 full year results.
The financial summary has been revised to include years and has been updated to include final year-end 2016 information (original version was through Oct.). See Attachment A to this document. We apologize for any confusion.

13. The last column shows a 22% single year decline over the prior three years average. Can the City provide actual membership numbers (number, type, and price of memberships, if more than one type) for each of the years provided?
A summary of current memberships is provided with membership types, pricing and membership totals is provided in Attachment B.

14. Question: Are age demographic statistics available for VTC's membership, i.e. 55+, 30-55, 18-30, and under 18? This information would help us develop the projected growth models and pro-forma results requested for the RFP response.
A summary of ages for the current membership population is provided in Attachment B.

15. Are age demographic statistics available for VTC programmed instruction, particularly 10 and under, 10-18 (Junior), and Adult? This information would help develop projected available growth models and pro-forma results requested for the RFP response.
We are not able to provide a summary of age for instruction program due to a recent transition in our registration software and the wide variety of services that we offer.

16. The last column shows a 32% single year decline in court fees over the prior two years average. Can the city provide the player court hours for each year that comprise these fees? Was the large single year decline due to a reduced number of visitors paying court fees, or a change in pricing or other policies that resulted in reduced court fee revenues?
We are not able to provide the player court hours as described. As you will see in the updated financial summary, there was not a significant decline.

17. Instruction shows an accelerating decline in revenue in the past two columns. Were these declines due to reduced enrollment (i.e. a reduced number of students taking lessons) or a change in pricing or other policies that resulted in reduced instructional revenue over the periods shown?
The updated financial summary includes complete year end revenue for 2016. The only significant change in instructional offerings was the loss of a peak performance academy program. VTC discontinued this program in the summer of 2015 due to loss of key staff. The program was an elite player development program which practiced 4x's/week for 2.5 hrs./day and generated a significant amount of revenue. After the loss of staff, VTC tried to transition students into other offerings but there was a loss of revenue along with a reduction in costs.

18. How many indoor court hours per week/month/quarter or year are budgeted for the following (1 court x 1 hour = 1 court hour): Programmed Group Instruction Juniors, Programmed Group Instruction Adults, Private Lessons, Obligations under VSD lease, USTA Tournaments, USTA League matches, Portland City League matches, open/reservable court time for members, open/reservable court time for non-members?
We do not have the information to the level of detail that is requested. Based on an analysis done several years ago, we found that courts were allocated into the following categories.

	Member/Patron Play	Junior Lessons	Adult Lessons	Activities
Percentage of overall time	34%	17%	22%	24%

Notes:

- **Member/guest play includes all open play as well as USTA league matches.**
- **Activities include all club programs such as ladies day, men's day, etc.; also includes city league matches**
- **The remaining increment of time not part of these categories includes partial court times that cannot be used due to the way some lessons start or finish.**

19. What percentage of the value shown are salaries vs non-salary benefits?
Refer to response to Question 21 below.

20. What percentage of the value shown is for professionally certified, on-court instructional staff?
Refer to response to Question 21 below.

21. What percentage of the value shown is for exclusively administrative or managerial staff?
See the Attachment A - Summary of salaries and benefits for 2015 and 2016.

22. Does the city expect any of the Department and Citywide expenses to continue to be billed to the winning contractor? If these expenses are expected to continue to be charged to the contractor, will the city provide a fixed cost bid schedule for these services for the duration of the proposed contract?
Refer to response to Question 23 below.

23. Will the City consider proposals that specifically exclude any "Department and Citywide Indirect" chargebacks?
The City does not expect to bill a contractor for these costs. We are seeking highly qualified contractors to provide a description of successful facility operations based on their experience.

APPROVALS:

2/9/17

Kevin Yin, Procurement Services Manager **Date**

ATTACHMENT A

Vancouver Tennis Center

Additional Clarification, 2 Year Review

	2015	2016
SALARIES AND BENEFITS		
Vancouver Tennis Center	753,066	749,999
Vancouver Parks & Recreation Admin Staff	64,456	65,921
GRAND TOTAL SALARIES & EXPENSES	**817,522**	**815,919**

BREAKDOWN OF GRAND TOTAL	**2015**	**2016**
Salaries vs. Non-salary Benefits		
Salaries	78.3%	79.0%
Non-Salary Benefits	21.7%	21.0%
	100%	100%
Staffing Allocation		
Tennis Program Staff		
Professionally Certified/On-Court Instruction Staff	46.6%	46.9%
Uncertified Professional Instructional Staff	0.0%	0.2%
Junior Coaches	0.7%	1.3%
Trainer/Activities Program Staff	1.1%	1.2%
Administrative & Management Personnel		
Administrative Staff*	35.3%	35.6%
Management Staff	16.3%	14.8%
	100.0%	100.0%

* Includes customer service, financial reporting, and database management functions

ATTACHMENT B
Vancouver Tennis Center Membership Overview

Membership Type	Fee *	Memberships	Total Members
VTC Tennis Junior - Ongoing	$47 / $51 per mo.	16	16
VTC Tennis Adult - Ongoing	$76 / $81 per mo.	98	98
VTC Tennis Adult - Ongoing - All Access	$92 / $97 per mo.	5	5
VTC Tennis Adult - 12 month	$912 / $972	3	3
VTC Tennis Couple - Ongoing	$97 / $104 per mo.	37	74
VTC Tennis Couple - Ongoing - All Access	$94 / $99 per mo.	4	8
VTC Tennis Senior - Ongoing	$68 / $73 per mo.	53	53
VTC Tennis Senior - Ongoing - All Access	$82 / $87 per mo.	2	2
VTC Tennis Senior - 1 month	$85 per mo.	1	1
VTC Tennis Corporate Senior - Ongoing	$54 / $58 per mo.	1	1
VTC Tennis Senior Couple - Ongoing	$86 / $93 per mo.	14	28
VTC Tennis Senior Couple - Ongoing - All Access	$104 / $111 per mo.	3	6
VTC Tennis Senior Couple - 1 month	$103 per mo.	1	2
VTC Tennis Family - Ongoing	$102 / $109 per mo.	33	119
VTC Tennis Family - Ongoing - All Access	$122 / $129 per mo.	12	50
VTC Tennis Corporate Family - Ongoing	$82 / $87 per mo.	3	14
VTC Tennis Corporate Family - Ongoing - All Access	$98 / $103 per mo.	1	3
VTC Family Additional Junior - Ongoing	$9 per mo.	2	2
Membership Totals		**289**	**485**

* Fees include city resident and non resident amounts.
For more info. on fees and membership offerings, go to: http://www.cityofvancouver.us/parksrec/page/hours-and-fees

Member Age Categories	Total Members *	Percentage
Ages 0-9	7	1.7%
Ages 10-19	100	23.8%
Ages 20-29	13	3.1%
Ages 30-39	12	2.9%
Ages 40-49	66	15.7%
Ages 50-59	89	21.2%
Ages 60-69	80	19.0%
Ages 70-79	43	10.2%
Ages 80+	10	2.4%

* We do not have date-of-birth for all members; percentages are based on those that we have.

CITY OF Vancouver WASHINGTON

ADDENDUM NO. 3

Project: **RFP #4-17 VANCOUVER TENNIS CENTER OPERATIONS AND MANAGEMENT**

Date: **FEBRUARY 15, 2017**

This Addendum shall become as fully a part of the above-named project and RFP documents as if therein written and shall take full and complete charge over anything therein written contained to the contrary. Each Proposer shall be responsible for reading this Addendum to ascertain to what extent and in what manner it affects the work to be performed.

THIS ADDENDUM DOES NOT CHANGE THE PROPOSAL DUE DATE.

NON MANDATORY PRE-SUBMITTAL MEETING/SITE VISIT

The date listed in Addendum 2 for this meeting/site visit was incorrect the **CORRECTED** date is listed below.

A **SECOND NON-MANDATORY** Pre-Submittal Meeting and Site Visit will take place on **FEBRUARY 23, 2017** at 1:00 PM. Attending the meeting and site visit is not a prerequisite to submitting a proposal. Interested parties will be met in the Lobby of the Vancouver Tennis Center, 5300 E 18th St, Vancouver WA 98661. After the meeting, attendees will be taken on a tour of the facility. Comments by City staff will be limited to a review of the project. The City requests that all questions be submitted in writing by the date listed below so that responses can be prepared and distributed to all potential proposers as an Addendum.

QUESTIONS AND ANSWERS

The correct Attachment A was not included in Addendum 2. The Attachment labeled as "Attachment A" should have been labeled "Attachment B" and "Attachment B" should have been labeled "Attachment C" The following language represents accurate responses to questions received that referenced Attachments A, B and C. We apologize for any confusion this may have caused.

1. The title of the financial exhibit is 2013-2015, but there are four columns shown, implying four years are actually included. Which years are shown in this addendum? In particular, is the last column a full year result? If possible, we would like this table to be re-issued clearly labeling the years as column headers and inclusive of 2016 full year results.

The financial summary has been revised to include listing of years. The final column has been updated to year-end 2016 information (original version was through Oct.). See Attachment A to this document. We apologize for any confusion.

2. What percentage of the value shown is for exclusively administrative or managerial staff?
   See the Attachment B - Summary of salaries and benefits for 2015 and 2016.

3. The last column shows a 22% single year decline over the prior three years average. Can the City provide actual membership numbers (number, type, and price of memberships, if more than one type) for each of the years provided?
   A summary of current memberships is provided with membership types, pricing and membership totals is provided in Attachment C.

4. Are age demographic statistics available for VTC's membership, i.e. 55+, 30-55, 18-30, and under 18? This information would help us develop the projected growth models and pro-forma results requested for the RFP response.
   A summary of ages for the current membership population is provided in Attachment C.

APPROVALS:

2/15/17

Kevin Yin, Procurement Services Manager **Date**

ATTACHMENT A

Vancouver Tennis Center
Financial Summary
2013-2016

	2013	2014	2015	2016
REVENUES				
Memberships	296,130	299,423	296,941	315,359
Court Fees	43,045	48,042	45,900	45,442
Tournaments & Leagues	60,423	47,415	45,317	48,062
Instruction	463,484	446,995	411,197	398,808
Pro Shop & Equipment Rental	10,112	9,984	13,902	11,782
Grants & Donations	3,866	5,940	5,693	3,427
Other Revenue	4,551	4,038	4,713	4,256
TOTAL REVENUE	**881,610**	**861,836**	**823,663**	**827,136**
EXPENSES				
Salaries and Benefits	743,547	729,596	753,066	749,999
Supplies and Services	136,985	139,938	122,419	139,603
Operating Supplies	74,846	63,008	60,179	66,547
Utilities[1]	30,442	31,005	28,996	28,724
Building Maintenance & Janitorial[2]	21,525	36,667	25,015	35,316
Other Expenses-External Taxes	10,172	9,258	8,229	9,016
Department & Citywide Indirects	146,737	315,636	235,554	215,436
Parks Admin Staff	37,530	54,330	64,456	65,921
Interfund Services[3]	44,281	179,457	102,691	114,960
City's Indirect[4]	64,926	81,849	68,407	34,556
TOTAL EXPENSES	**1,027,269**	**1,185,170**	**1,111,039**	**1,105,038**
NET OPERATING INCOME (LOSS)	**(145,659)**	**(323,333)**	**(287,376)**	**(277,902)**

Notes:
1 Electrical, Water/Sewer/Drainage, and Natural Gas
2 Building Maintenance, janitorial, Facilities and Grounds work
3 Mailroom, IT charges, PCs, self-insurance, etc.
4 HR, Legal, Finance, Media Services, Facilities/Property/Risk Services, etc.

ATTACHMENT B

Vancouver Tennis Center

Additional Clarification, 2 Year Review

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