



**Request for Qualification
RFQ18-006
Tennis Center Management Services
City of Edmond, Oklahoma**



Proposed new Edmond Tennis Center

1. INTRODUCTION

The Request for Qualifications (RFQ) is part of a competitive process, which will facilitate a fair opportunity for qualified firms, organizations or individuals to offer their qualifications for plans and services for consideration. The competitive RFQ will provide the City the flexibility to negotiate to arrive at a mutually agreeable relationship.

The City of Edmond is seeking qualifications from an individual, group, or business to manage the day-to-day operations of the Kickingbird Tennis Center located at Danforth and Bryant Ave, under the direction of the City's Parks and Recreation Department. This "sports partner" will also transition to the future Edmond Tennis Center located at 15th and Kelly Avenue in late 2019. This new center will replace the current Kickingbird Tennis Center when completed.

The selection of a sports partner will be done as a two-step process. The first step involves submission of qualifications of interested parties to submit in written form their experience and qualifications to operate a tennis center including their ability to promote the sport of tennis in Edmond, from daily operations to tournament and events that help stimulate the local economy through sports tourism. A review of the RFQ will be done by a selection committee and those believed to have the strongest qualifications will be asked to interview, the number selected to interview will be dependent upon the number of responses received. Based on the submitted documentation and the results of the interview, potential sports partners will be asked to submit a specific proposal to provide the desired services. These discussions and negotiations will lead to a formal approval process that will be presented to the appropriate boards and Edmond City Council for approval of a Tennis Center Management Agreement. If negotiations fail for any reason, the City may choose to negotiate with another individual, group, or business.

2. COMMUNITY BACKGROUND

This is an exceptional opportunity to provide leadership and management to the Edmond tennis community. Edmond is increasingly diverse city with a rich, rewarding quality of life and tremendous community spirit. A mere 20 minutes north of downtown Oklahoma City, Oklahoma, Edmond offers all of the advantages of a small community with the nearby cultural and entertainment resources of a big city.

Edmond is considered an innovative and progressive metro suburban community, and was named by Money magazine as the Best Place to Live in Oklahoma. The City is best known for its award winning schools, its commitment to parks and recreation, well-attended parades and festivals, and strong community emphasis on quality of life issues. The City places a great emphasis on arts and culture and the role of special events. It is a friendly, energetic, and an innovative community.

Edmond is also one of the fastest growing cities in the southwest and is a progressive and increasingly diverse city. A high level of citizen confidence in City government resulted in the passage of two successive continuation of sales tax initiatives to invest in Edmond's future. The City's commitment to providing quality services is reflected in the consistently high ratings on citizen surveys.

Edmond, a growing suburb with a population of over 90,000, has a committed active citizenry. The city limits cover 90 square miles and the Edmond school district covers 130 square miles. Major interstate highways I-35 and I-44 serve Edmond, with I-40 located 14 miles to the south.

Edmond is a community full of families attracted by the reputation of the Edmond Public School District. Edmond is the site of the University of Central Oklahoma and borders the Oklahoma Christian University of Science and Arts.

3. TENNIS BACKGROUND

The current tennis facility is Kickingbird Tennis Center. Opening in 1976 this facility contains 11 outdoor courts including a stadium court, three (3) indoor courts, pro shop, locker rooms and offices. The facility is used by all ages and tennis levels. A close relationship has been formed with the local school district and colleges for some of their tennis needs as well. Edmond has a strong tennis community and one that continues to have popularity.

We are in the design process with Edmond Public Schools for a new joint tennis facility. This facility will serve as the tennis home for the Edmond Public Schools three high schools and a fourth high school in

the near future. Edmond public schools has a strong tennis program with growing numbers and award winning teams and individuals on a state level. The facility is planned to contain up to 24 outdoor courts, 10 indoor courts, pro shop, locker rooms, offices and meeting space. For our design process we have reviewed top facilities across the country, including several top collegiate facilities designs and operations. The future Edmond Tennis Center will be a premier facility with high expectations in regards to maintenance and outstanding programs with a strong focus on customer loyalty. It is anticipated the new facility will be fully operational in late 2019.

4. SCOPE OF SERVICES

Potential components of the Tennis Center Management Agreement should include, but may not be limited to:

- Day-to-day management of the current tennis center and transitioning to the new facility upon completion
- Operate the tennis center(s) as municipal tennis center(s) open to the general public without discrimination on any basis prohibited by applicable law, regulation or ordinance, subject to fees, rules, and policies approved by the City of Edmond.
- The school district will have first priority for the use of the new facility. Generally these will be after-school hours and could include the entire facility during these times. The school district will also host matches and tournaments that could also utilize the entire facility. Communication with their representatives will be a top priority as we continue to foster a strong working relationship with the school district.
- Operate the tennis center in an efficient and cost effective manner.
- Adhere to best practice financial management principles, and maintain efficient and accurate accounting records in accordance with generally accepted accounting principles.
- Provide exceptional customer service.
- Attract, develop and retain employees and/or contractors sufficient and necessary to assure efficient operations of the facility at a standard comparable to tennis centers in the region, and as specified by the City of Edmond.
- Staff and provide tennis center services (including pro shop services and concessions) to the public during the designated days and hours of operation as approved by the City of Edmond.
- Provide limited court time for tennis professionals that are *not* employed by the tennis center. It is important to remember that this is a public facility and court time for this type activity will be available with specific requirements, regulations, times and fees.
- Establish, develop and implement ongoing, year-round, successful programs and events (instruction, clinics, drills, camps, leagues and tournaments) for all ages and levels.
- Establish, develop and implement a National Junior Tennis League (NJTL) program that is focused upon underserved youth by working with local school districts, nonprofits, etc.
- Maintain excellent standing with United States Professional Tennis Association (USPTA) and the United States Tennis Association (USTA) and appropriate certifications.
- Maintain all property in good working order and replace items when necessary to operate the tennis center at the standards set by the City of Edmond.
- Comply with all applicable government health, safety and environmental regulations.

5. OPERATIONAL REQUIREMENTS OF THE TENNIS CENTER MANAGEMENT AGREEMENT

- To include but not be limited to the following:
- Agreement will be for a term of three years with the potential to receive up to two (1) one year renewals based on satisfactory performance determined by the City.
- Sports partner will be granted exclusive right and privilege to operate the tennis center subject to restrictions noted. (A contractual agreement will be issued based on the minimum requirements and those agreed upon performance standards determined during the negotiation process.)
- The sports partner will retain all fees collected from the tennis facility usage, food concessions, pro shop operations, fees from teaching professionals that are not associated with the sports partner and fees for lessons provided by the sports partner associates.
- Edmond Public Schools, will be allowed unrestricted use of the facility as part of an Interlocal Agreement with no fees charged.

- The City of Edmond shall be responsible for the cost to repair and maintain the structural integrity of the buildings, tennis courts, fencing, exterior lighting, parking lot, ground maintenance and appurtenances directly associated thereto.
- Utility services offered by the City will be provided at no charge to the sports partner. The City will also provide local telephone and internet services at the new facility.

6. SUBMITTAL REQUIREMENTS

To simplify evaluation and to assure that each submittal receives the same orderly consideration; all submittals are to follow the format described in this section. Respondents are encouraged to submit concise and clear responses to the RFQ.

All submittals must be divided into the following content parts:

Part 1 – Letter of Interest and Executive Summary

Provide a letter explaining your interest in managing the Edmond Tennis Center and that you will meet the minimum qualifications and the requirements for a sports partner. The letter should include an Executive Summary summarizing your relevant qualifications and experience.

Part 2 – Respondent Profile, History, and Proposed Organizational Chart with Staff Profiles (NOTE: No subcontracting of the City facility is allowed.)

Provide the following information:

- List your business name and business address, including telephone number, email address, facsimile numbers and website, if applicable.
- Indicate the year your business was established and type of business.
- Provide names, addresses and resumes of all Managers, Tennis Pros and key personnel that will work at the tennis center if known.

Part 3 – Experience and Philosophy in Managing Municipal Tennis Centers

Provide a complete list of all relevant experience, including facility names and locations.

Also include the following:

- Describe, in detail, how you have managed similar facilities and how you propose to manage the current and new Edmond Tennis Center.
- Describe, in detail, your experience in providing and managing successful tennis programs to the community, and explain your plan for offering superior tennis programs to the Edmond community.
- Describe, in detail your experience in providing and managing successful tennis programs to the underserved areas of a community (low economic population, individuals with disabilities, senior citizen population, etc.).
- Describe, in detail, your relationship, certifications and current standing with the USPTA and the USTA.
- List of successful bids you have obtained for state and national level tournaments.
- List of vendors you have established accounts with (Nike, Adidas, Penn, Head, etc.)

Part 4 – References

Provide names and contact information of at least three (3) references, and have them confirm, in writing, evidence of your capacity to successfully develop, operate, and manage all aspects of municipal tennis centers, tennis programs, and services.

Part 5 – Financials

Provide your most recent financial statements, consisting of a balance sheet and income statement.

Part 6 – Miscellaneous

Provide any additional information that you feel is relevant to your submittal.

7. SUBMITTAL INSTRUCTIONS

- All qualification proposals shall be submitted via the City's online bidding system. Respondents are required to register as a provider at <http://www.edmondok.com/> to submit a response and enable receipt of any necessary addenda or correspondence. Responses submitted AFTER the time set for receipt of proposals WILL NOT BE CONSIDERED.
- Submittals shall be in the specific format prescribed herein, not contain promotional or display materials, and all material shall pertain to the requirements. Submitted responses are subject to release under the Oklahoma Open Records Act.

Inquiries should be submitted to:

Brenda Mayer
Purchasing Manager
brenda.mayer@edmondok.com

Schedule of Events:

RFQ Issued	October 6, 2017
Qualifications Due	October 26, 2017
Anticipated Date of Award	November 20, 2017
Anticipated Implementation	January 1, 2018

ADDITIONAL AGREEMENT CONSIDERATIONS

INSURANCE OR OTHER REQUIRED DOCUMENTS (if required):

- A. Insurance: The Title to facilities shall remain with the Edmond Public Works Authority. After award, the Contractor will be responsible for all required City insurance to be provided by the Contractor.
1. Comprehensive General and/or Public Liability with a minimum of \$1,000,000 Bodily injury, and Property damage, combined single limit.
 2. Automobile Insurance with a minimum \$1,000,000 per accident Bodily injury and Property damage, combined single limit.
 3. Worker's Compensation Insurance as prescribed by Oklahoma law.

TERMS & CONDITIONS

- A. Terms and conditions below will govern the submission and evaluation of proposals and the award. Bidders are requested to carefully review the following:
1. Award Status: An acceptance of any proposal will be issued by the City of Edmond in accordance with the following paragraphs of this section and constitutes a legal and binding contract.
 2. Contract Format/Requirements: The resulting City acceptance will incorporate this RFQ. All additional agreement(s) and stipulations and the results of any final negotiations will be incorporated.
- B. Contract Modification: All modifications and/or changes to the contract must be agreed to in writing by both parties and approved by the City prior to executing any change.
- C. Contract Termination: The City may terminate any resulting contract for cause by providing a Show Cause Letter to the Contractor citing the instances of noncompliance with the contract.
1. If the noncompliance is not cured within 30 days, the City may terminate the contract.
 2. The City reserves the right to terminate the contract for convenience upon sixty (60) day written notice.
- D. Conflict of Interest: In the event there is a potential or actual conflict of interest, the vendor(s) shall provide full disclosure to the City of Edmond. The City shall determine if the conflict, whether potential or actual, is material.
- E. Contractor Liability: The Contractor shall hold the City harmless and shall be liable in the event of injury to City personnel or damage or loss of their property caused by the Contractor's equipment, personnel supplies or material furnished. The City will not be liable for loss or damage caused by fires, lightning, sprinkler leakage, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots and civil disturbance or collapse of building or structures, etc. The City and its personnel shall not be liable for any loss of or damage to Contractor property unless due to their fault or negligence.
1. Liens: The successful Contractor shall keep the City free and clear from all liens asserted by any person of firm for any reason arising out of the furnishing of services or materials by or to the Contractor.
 2. Indemnification: The successful Contractor shall indemnify and hold the City harmless from all claims and related expenses arising out of the Contractor's performance or failure of performance under the resulting contract.
- F. Disclosure of Content: All responses become a matter of public record once opened. By submitting a response, a Proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. If the Proposer fails to identify proprietary information, he agrees that by submission of his proposal those sections shall be deemed non-proprietary and available upon public request.
- G. Choice of Law and Venue: The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Oklahoma County, in the State of Oklahoma.
- H. Federal, State and Local Laws and Regulations: The successful Contractor will comply with all laws and regulations on taxes, licenses and permits.

City of Edmond Rights

1. The City of Edmond and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.
2. The City reserves the right to reject proposals which incorporate counter-proposals and conditions in the form of vendor's pre-printed clauses.
3. The City reserves the right to accept or reject all or part of any proposal, waive informalities, minor irregularities or substitute items as desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new RFP.
4. The City reserves the right to reject proposals when procedures stated within are not followed.
5. Should the proposal include any work of a subcontract nature, the City reserves the right to approve or disapprove the engagement or use of the subcontractor as it relates to services provided to the City as described in this RFQ.

Withdrawal of Proposals: Proposals may be withdrawn at any time prior to the closing date. However, the City reserves the right to withdraw vendor(s) from future proposals who have withdrawn a proposal after the closing date and prior to the effective period without the City's approval.

Changes: It shall be the Proposer's responsibility to bring to the attention of the City any discrepancies in, omissions from or errors in the documents, or enhancements which would be in the best interest of the City, or if they are in doubt as to the meaning of any part of this RFQ.

Examinations: Before submitting qualifications, Proposer shall thoroughly examine the RFQ as well as location and otherwise be fully informed as to all existing conditions and limitations.

Sales Tax Exemption: The City of Edmond is exempt from Federal Excise Tax and Oklahoma State Tax. When proof of a tax exemption status is required, a notation should be made on this and an Exemption Letter shall be furnished.

Clarification: The City of Edmond reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

EXCEPTIONS

If any exceptions are taken to any portion of the RFQ, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the RFQ as proposed by the City of Edmond.

ORGANIZATIONAL AND CORE VALUES

The selected individual/group/business is expected to conduct business in a manner consistent with the City's organizational values.

ACCOUNTABILITY - We are responsible for our work, our words, and our actions.

COMMUNICATION - We value efforts to communicate with our customers in a caring, timely, professional manner.

CUSTOMER SERVICE - We provide service with courtesy, respect, dependability, flexibility and timeliness.

INCLUSION - We promote an inclusive workforce and equitable services for our increasingly diverse community.

INNOVATION - We value innovation, creative thought, and the collaboration of ideas.

INTEGRITY - We value the spirit of integrity in all aspects of our working lives.

PROFESSIONALISM - We continue to seek growth, striving to be a learning organization.

TEAMWORK - We encourage diversity of thinking, ideas, and responsibilities