



Town of Atherton

CITY COUNCIL STAFF REPORT – CONSENT AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR

DATE: MAY 21, 2014

**SUBJECT: APPROVE REQUEST FOR PROPOSAL AND AUTHORIZE ITS
RELEASE TO ADVERTISE TENNIS FACILITY MANAGEMENT
SERVICES**

RECOMMENDATION

Approve the Request for Proposal (RFP) and authorize its release to advertise for tennis facility management services.

BACKGROUND

In February 2014, the Town modified its agreement with Alan Margot for management of Holbrook-Palmer Parks Tennis facility. The new agreement authorizes the provision of Tennis Camps only and Mr. Margot no longer has the exclusive rights to provide lessons as the Town's Tennis Professional.

The City Council requested that staff put together a RFP to solicit for Tennis Facility Management Services to take over the Town's current tennis programs. The agreement with Mr. Margot expires on June 30, 2014. Staff may extend the contract by 90 days to ensure that early Fall Tennis Camps are completed while the Town reviews proposals submitted in response to this RFP.

ANALYSIS

With six (6) courts available, it has been the norm that both private and commercial uses co-exist on the Town's Tennis Courts. It is the intent of this contract to make the chosen contractor the Town's accepted "Tennis Professional" at the site and grant that contractor oversight at the courts as well as "exclusivity" as the only vendor allowed to use the courts for paid instruction, tournaments, or other specialty events.

In the past, the Town's Tennis Professional was required to hold a minimum of four (4) tennis camps per year and could conduct private tennis instruction at any time. In payment for this exclusivity, the contractor was to pay the Town \$25 per hour of court use. Similar arrangements may be crafted, but the RFP is designed to allow the proposer to suggest arrangements for a profitable tennis program. The contractor may be incentivized through the sale of group and private lessons as well as tournaments. The Town could be paid a fee based on a percentage of the gross revenue taken in by the fee charged for each service, to include private lessons.

By using the RFP model to find the best vendor to run our Tennis facility, the Town will be best able to work with an industry professional to design a program of instruction, tournaments, reservations, camps, and open use that is best suited to the needs of the community.

The RFP asks the contractor to do the following:

- Propose a turnkey program of instruction, clinics/camps, special services and reservations.
- Propose criteria for remitting fees.
- Manage a program in harmony with drop in player usage, neighborhood issues and other uses in the park.
- Outline a plan to advertise, provide records, manage a calendar and provide reporting of tennis usage.

Atherton's program will be different than others in that Atherton does not have an internal recreation program to assist with class advertisement or other programming; there is no tennis concession (pro-shop) to stock or administer; and the courts are not lit (which limits the hours of operation). This may present challenges to proposers but staff does not believe they are insurmountable.

The selected contractor will be required to provide the Town with all labor, materials and equipment to satisfactorily perform Tennis Facility Management Services under the agreement. The Tennis Program and Services must generate revenue for the operations, maintenance and improvement of the Park tennis facilities without negatively impacting other Park users, tennis key holders and Park neighbors.

The Town will remain responsible for making or maintaining, repairing and improving the current facilities, excluding set-up, operating and cleaning of premises used for Tennis Facility activities. The Town will also be responsible for routine weekly maintenance at the courts including leaf/debris removal, emptying of garbage cans, litter removal and weed removal. The Town will also replace nets, windscreens, security items and other items necessary to the proper use of the tennis facility.

When the final contract returns to the Council for award, it is likely that staff will recommend a one (1) year term with an optional three (3) year term pending a satisfactory review for a total of 4 years. The RFP includes this language to alert proposers. The exercise of any additional extension of term shall be at the sole discretion of the Town.

FISCAL IMPACT

Currently, revenues from the Tennis programs are approximately \$1,600 per year. It is hoped that proposals will operate at a level that far exceeds this amount. Staff will work with the selected contractor to negotiate a working program with final acceptance returned to the Council for award.

Attachments: Tennis Facility Management RFP



TOWN OF ATHERTON

REQUEST FOR PROPOSALS FOR TENNIS PROFESSIONAL SERVICES

Purpose

The Town of Atherton (hereinafter “Town”) is soliciting proposals from qualified professionals for a Professional Services agreement for operation of the Tennis Courts located on the grounds of Holbrook-Palmer Park at 150 Watkins Ave. in Atherton.

Background

Holbrook-Palmer Park, the Town’s only recreation site, is a municipally-owned 22 acre garden setting with indoor and outdoor facilities, including a ball field, tennis courts, playground, and gardens and walking paths. It is accessed from Highway 101 via the Marsh Road-Atherton Exit. The Park is located in a low density residential neighborhood zoned R-1.

In the late 1960’s, 4 tennis courts were built with private funds in the S/W corner of the park. In the early 1970’s, the popularity of tennis made it necessary to add an additional 2 courts to the complex; for a total of six (6) courts.

To pay for the maintenance and necessary appurtenances at the courts (nets, windscreens, security), tennis keys are sold on an annual basis to any person (resident or non-resident) who wishes to use the courts. The proceeds from this sale of keys are kept in a special Town fund for these specific maintenance needs.

With six (6) courts available, it has been the norm that both private use as well as commercial use can peacefully co-exist at this facility. It is the intent of this contract to make the chosen contractor the Towns accepted “Tennis Pro” at the site and grant that contractor oversight at the courts as well as “exclusivity” as the only acknowledged entity at the park who is allowed use of the courts for paid instruction, tournaments, or other specialty events.

The Town of Atherton has approximately 7,000 residents and is located on the San Francisco Peninsula (San Mateo County). The Town is 100% residential with virtually no industry or businesses located within its limits. The Town is approximately 5 square miles and contains 9 schools within its limits.

Minimum Mandatory Requirements

The Tennis Professional is responsible for the Holbrook-Palmer Park Tennis courts. As such, this person is given exclusive right to provide private and group tennis lessons, camps, clinics and instruction, and to arrange for reservations of the courts.

Interested and qualified tennis professionals, who can demonstrate their ability to successfully provide tennis services are invited to submit a proposal, provided they meet the following minimum requirements:

1. Experience as a head professional or assistant professional in a municipal or club setting for at least three (3) years
2. USPTA/USPTR certification with requisite continuing education and training
3. Strong management and organizational background.
4. Ability to teach all levels of tennis, particularly beginners and to organize and promote tennis programs.

Proposals: Required information

The Proposer must present a comprehensive program to offer professional tennis services to the public and to perform, light maintenance of the facility (see facility maintenance below).

This should include:

1. A detailed description of qualifications for providing tennis professional services.
2. A detailed description of the proposed tennis services, including hours of operation and the cost for services.
3. A proposal for fees to be paid to the Town for the exclusives rights for conducting tennis lessons, programs, and events.
4. Staffing plan, including number of employees, their responsibilities, and the number of hours per week to be worked. Additionally, the Proposer should include a description of all services available to the public.
5. The availability of facilities to the public (i.e., open court time).
6. Plan for tennis court facility maintenance (inspections, activities, reporting larger issues).
7. Method for advertising services available at the tennis facility
8. Method for ensuring customer satisfaction and dealing with public input and complaints
9. Three (3) professional references considered for evaluation
10. Proposals may include additional material and data not specifically requested which should be considered for evaluation.

Conditions for concession:

Conditions, of which proposers should be aware, include the following, which are in addition to any others that might be negotiated.

Signs and Equipment:

No signs or advertising matter shall be displayed on or outside the premises. Pro shall furnish at his or her own cost and expense all movable equipment, machines and other gear necessary for the proper conduct of the Tennis Facility. The Town will provide a 4' x 6' storage shed for machines and equipment used by the Tennis Pro.

Facility Maintenance:

It shall be the Towns responsibility to provide for the care and maintenance at the courts of the following items:

1. Town will remove dirt and debris from the courts on a weekly basis.
2. The Town will empty large trash containers once a week or more often if needed. The small courtside litter shall be emptied into the larger containers by the Tennis Pro as needed.
3. The Town will resurface the Tennis Courts on a regular basis to assure a nice playing surface for the users. Currently, the courts are on a 5 year basis.
4. The Town will replace the nets and straps at the courts on as needed basis.
5. The Town will maintain the wind screen netting at the courts on an as needed basis.

6. The Town will provide court drying equipment (rollers) for use on the courts.
7. The Town will assure the locks at the courts and that fencing and gate mechanisms are kept in good working order.
8. The Town will continue to sell resident and non-resident Tennis Court keys with the proceeds paying for maintenance of the facility. The Town sells approximately 75 keys per year.

Contact with the Town

All questions related to this RFP should be directed in writing to Steve Tyler, Public Works Superintendent , Town of Atherton, 91 Ashfield Road, Atherton, Ca. 94027; 650 752-0541; fax 650 752-0591; email styler@ci.atherton.ca.us.

Contract Term

The initial contract is for 1 year, at which time it will be reviewed. Upon satisfactory review and completion of one year, a three year contract renewal will be considered.

Independent Contractor

The relationship between the Pro and the Town of Atherton is understood and agreed to be as an independent contractor. A contract is not that of employment with the Town of Atherton.

Final Contract Approval by the City Council

The City Council retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant Agreement and to determine which proposal best serves the interests of the Town. The City Council is the ultimate decision-making body and makes the final decisions to award, or not award a contract.

Notice to Proposers Regarding the Public Records Act

Material submitted in response to this RFP will be considered confidential and not available for release to public or other proposers until a concession agreement is completed, and the Town has executed the final agreement for service with the selected Concessionaire.

This provision is designed to protect the information in a proposer's submission and the integrity of the procurement process. Further, it ensures that no other proposer has access to the materials of competitors before or after proposal submission.

Responses to this RFP shall become the exclusive property of the Town. All such proposals submitted in response to this RFP become a matter of public record. Any proprietary information contained in a proposal shall be identified as such. The Town will not disclose proprietary information to the public, unless required by law; however, the Town cannot guarantee that such information will be held confidential.

The Town shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal shall not be deemed sufficient notice of exception.

Insurance

Concessionaire and its contractors agree to provide \$2 million in insurance in accordance with the requirements set forth by the Town. The following coverage will be provided by the Concessionaire and maintained on behalf of the Town in accordance with the requirements set forth herein.

Commercial General Liability/Umbrella Insurance
Business Auto/Umbrella Liability Insurance
Worker's Compensation/Employer's Liability
Indemnity

Conflict of Interest

No Town employee whose position in the Town enables him or her to influence the selection of a Proposer for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any direct or indirect financial interest in the selection of a Concessionaire.

Determination of Proposer Responsibility

A responsible Proposer is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the terms of the agreement. It is Town policy to conduct business only with responsible Proposers.

Basis of Award

The contract will be awarded based on a number of factors including cost. The Town's selection process will consider the following factors, none of which is overriding in importance. The decision to award will be based on the following:

- Proposer's understanding and response to the requirements of the RFP
- Proposer's expressed approach to services and programs outlined elsewhere in the RFP
- Proposed financial value of the proposed concession to the Town
- Previous experience
- Client references
- Qualification of Proposer's staff
- Demonstrated understanding of the concerns of the surrounding Court neighbors
- Quality of the Proposer's proposed services and equipment
- Any other factors deemed relevant by the Town

Selection Timetable (Tentative)

- Release of RFP invitation: May 23, 2014
- Proposals due: June 25, 2014
- Proposal Review and Evaluation: June 26 – July 8, 2014
- Recommendation to City Council: July 16, 2014
- Contract Award: July 25, 2014
- Contract commences: August 1, 2014

As a condition of the accepted proposal, the Concessionaire and all paid staff must undergo LiveScan fingerprinting before tennis services may commence. This will be paid for by the Town.

Proposal Withdrawals

All proposals shall be firm offers and may not be withdrawn for a period of 90 days following the last day to submit proposals. The Proposer may withdraw his/her proposal at any time prior to the date and time, which is set forth as the deadline for acceptance of proposals, upon written request to staff.

Proposer's Questions

Proposers may submit questions regarding the RFP by mail, fax or e-mail to the contact listed below.

Verification of Information

Any reasonable inquiry to determine the responsibility of a Proposer may be conducted. The submission of a proposal shall constitute permission by the Proposer for the Town to verify all information contained therein. If the Town deems it necessary, additional information may be requested from the Proposer. The unreasonable failure of the Proposer to promptly submit information in connection with such an inquiry, including but not limited to information regarding past performance, financial stability, and the ability to perform on schedule, may be grounds for determining the Proposer is non-responsive and may disqualify him/her from further consideration.

Proposal Submission

Proposer must submit one original proposal clearly identified as "Original Copy". Proposals must be enclosed in a sealed envelope, clearly marked in the upper left hand corner with the name and address of the Proposer and bear the words:

"Proposal for the Professional Tennis Operation of the Holbrook-Palmer Park Tennis Courts"

The proposal shall be delivered or mailed to:

Town of Atherton – Tennis Proposal
Attn: Theresa DellaSanta, City Clerk
91 Ashfield Road
Atherton, Ca. 94027

Proposals must be received at the address above no later than 5:00 pm on June 25, 2014. It is the sole responsibility of the submitting Proposer to ensure that his/her proposal is received by the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery, including the US Postal Service. Any proposals received after the submission deadline will be returned to the sender unopened. No fax or e-mail submissions will be accepted.

The Town reserved the right to reject any or all proposals to waive any defects, irregularities, or informalities in any proposal, or the procedures and requirements set forth herein.