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REQUEST FOR PROPOSAL

To:

Management Firms

From:

Todd McCoy, Parks & Recreation Director

City of Grand Island, Nebraska

Subject:

Management and Operation of the Racquet Center

Date:

September 3, 2024

The Grand Island Parks & Recreation Department is seeking Proposals for the Management and Operation of the Racquet Center.

The Proposals are due October 1, 2024 by 4:15 p.m. (Local Time). Four (4) copies of the proposal shall be submitted to:

Jill Granere, City Clerk City Clerks Office P.O. Box 1968 Grand Island, NE 68802

Any questions in responding to this RFP should be directed to Todd McCoy at (308) 389-0290 or toddm@grand-island.com. We look forward to receiving your response to this request.

ADVERTISEMENT REQUEST FOR PROPOSALS FOR MANAGEMENT AND OPERATION OF THE RACQUET CENTER FOR THE CITY OF GRAND ISLAND, NEBRASKA

Sealed proposals will be received by the City Clerk, City Hall, 100 E. First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802 until **4:15 p.m.** (local time) on October 1, 2024 for furnishing Requests for Proposals for the Management and Operation of the Racquet Center for the City of Grand Island. Proposals received after the specified time will be returned unopened to sender. Proposals must be based on the City's Request for Proposals. Contact the Parks & Recreation Department at (308) 389-0290 for further information.

The award winning offeror will be required to comply with the City's insurance requirements.

Proposals will be evaluated based upon qualifications, previous experience of similar scope, contract terms and conditions and operation plan. Proposals shall remain firm for a period of ninety (90) days after proposal due date. The City of Grand Island reserves the right to refuse any or all proposals and to select the proposal deemed to be in the City's best interest, at its sole discretion.

Jill Granere, City Clerk

REQUEST FOR PROPOSALS FOR MANAGEMENT AND OPERATION OF THE RACQUET CENTER FOR THE CITY OF GRAND ISLAND, NEBRASKA

SCOPE OF WORK

The Parks & Recreation Department of the City of Grand Island, Nebraska, is soliciting proposals for the **Management of Operation of the Racquet Center** owned by the City of Grand Island, Nebraska, and directed under the Parks and Recreation Department. The proposed use of the facility shall continue to function as a tennis facility with the allowance for other activities as authorized by the City. Proposals that offer activities that conflict with City programming will be discounted, in the evaluation process.

The Racquet Center is located at 2204 Bellwood Drive, Grand Island, Nebraska. The existing facility has four indoor tennis courts and two outdoor tennis courts. There is also a lounge area and both men's and women's locker rooms located within the facility.

The purpose of this proposal is to provide for the City of Grand Island a management and operation proposal for the Racquet Center so that it can continue in operation. It is anticipated that the City will be willing to negotiate a lease of the facility for a five year term with renewal options depending upon the proposal's conditions.

Proposals will be received until **4:15 p.m.** (local time) October **1, 2024**, and sent to the City Clerk, City Hall, 100 E. First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802. Proponents are requested to submit four **(4) copies** of their proposals.

PROPOSAL SPECIFICATIONS

The proposal shall include:

- a. The proposed rent for the facility by the contractor to the City of Grand Island.
- b. A detailed outline of all facility upkeep that contractor proposes to perform including a timeline for specified repairs during the initial contract period.
- c. A showing of the ability to meet the expenses for making the necessary repairs and maintenance that demonstrates the ability to perform obligations specified under item b.
- d. Long term development plan beyond initial 5-year period.

OVERVIEW

The proposal should contain an overview statement as to how the management and operation of the facility will be performed. The background, experience and qualifications in both the management of a business and knowledge of tennis and any tennis certification should be clearly outlined for each of the individuals responsible for the day to day operation of the facility. It is anticipated that the proposal will include:

- The proposed hours of operation of the Racquet Center for the entire calendar year, including both winter and summer operation hours.
- 2 Proposed uses of the facilities including non-tennis and how and when such uses of the building would be allowed.
- 3. A proposed listing of proposed tennis leagues, lessons and other proposed uses of the facilities including open play.

The contractor shall be responsible for furnishing at contractor's expense, all labor, materials, equipment and other items necessary to carry out the terms of its proposal. The contractor shall further be responsible for all supplies and equipment used in the facility.

It is anticipated further that the contractor shall furnish duly qualified and experienced workers to carry out the work to be performed under its proposal. The proponent should provide a qualified professional and shall at all times enforce strict discipline and maintain good order among the workers engaged in such work at the facility. It is further anticipated that all Federal, State and Local law be complied with at all times and that contractor shall not discriminate against any employee on the basis of race, religion, sex, national origin, political affiliation, disability or age, and shall comply with all applicable employment laws.

EVALUATION CRITIERIA

The proposals will be evaluated with the following considerations:

- 20% Qualifications of personnel to be assigned to the management and operation of the facility based upon information available at the time of submittal. Other information may be requested by the City at a later date;
- 10% Previous experience with facilities of similar scope and nature;
- 25% Proposed lease terms and conditions;
- 20% Proposed approach and scope of services;
- 25% Ability of proposer to meet its commitment.

PROPOSAL PROTOCOL

Todd McCoy, Parks & Recreation Director will be the City's contact for additional information on this proposal, (308) 389-0290. The proposals must remain firm for ninety (90) days from the proposal due date. The City reserves the right to reject any and all proposals and to select the proposal which is deemed to be in the City's best interest at its sole discretion.

LEASE NEGOTIATIONS

The evaluation will rank the proposals. Staff recommendations and reports will be forwarded to the City Council for the City of Grand Island for approval. The Purchasing Division of the Legal Department and the Parks & Recreation Department will, upon direction of Council, try to negotiate a lease with the highest ranked proposer. If a satisfactory lease cannot be negotiated with the highest ranked proposer, then an attempt will be made to negotiate a lease with the next highest ranked proposer.

INSURANCE

The award winning offeror will be required to comply with the City's Insurance requirements.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

> Worker's Compensation Employer's Liability

Statutory Limits \$100,000 each accident \$100,000 each employee \$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$500,000 Combined Single Limit

"Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$ 500,000 each occurrence

\$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage \$1,000,000 each occurrence \$1,000,000 general aggregate

- 5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor. Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract. The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.
- 6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

FISCAL YEARS

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

QUALIFICATION TERMS AND CONDITIONS

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all qualifications, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Laura McAloon 308-385-5444, extension 140 100 East First Street, Grand Island, NE 68801 Monday through Friday; 8:00 a.m. to 5:00 p.m.