



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: TVN0056

COMMODITY/SERVICE DESCRIPTION: South Austin Tennis Center Management Services

DATE ISSUED: September 28, 2015

REQUISITION NO.: RQM 150911000510

PRE-PROPOSAL CONFERENCE TIME AND DATE:
3:00 pm on October 6, 2015

COMMODITY CODE: 96115

LOCATION: Purchasing Office
124 W. 8th Street, Room 335.5
Austin, TX 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

PROPOSAL DUE PRIOR TO: 2:00 pm on October 29, 2015

Sandy Brandt
Corporate Contract Administrator

PROPOSAL CLOSING TIME AND DATE: 2:00 pm on October 29, 2015

Phone: (512) 974-1783
E-Mail: Sandy.Brandt@austintexas.gov

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Sandy Wirtanen
Buyer II

Phone: (512) 974-7711
E-Mail: Sandy.Wirtanent@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # TVN0056	Purchasing Office-Response Enclosed for Solicitation # TVN0056
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE ON FLASH DRIVE OR CD

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4 - 6
0500	SCOPE OF WORK	7 - 9
0505	ATTACHMENT 1 – OPERATING POLICIES FOR MUNICIPAL TENNIS CENTERS	10 - 15
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	16 - 18
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	19 - 20
0700	REFERENCE SHEET – Complete and return if required	21 - 22
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	23
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	24 - 25

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)
All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 3pm on October 15, 2015. Explanations or clarifications may be made via email to the Authorized Contact Persons named on the Offer Sheet.

2. **INSURANCE:** Insurance is required for this solicitation.
 - A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

 - B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

**CITY OF AUSTIN
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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two additional thirty-six (36) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

**CITY OF AUSTIN
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4. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

5. CRIMINAL BACKGROUND INVESTIGATION (CBI):

The Contractor shall ensure that all individuals performing in a CBI-sensitive position at the Facility have received a successful CBI rating. CBI-sensitive positions are defined as those that are directly or indirectly working or in contact with vulnerable populations, which include children, the disabled, and the elderly; and/or those with financial responsibilities, where such duties are performed more than two times in a 30 day period. A rating for which all criteria reveal no relevant adverse offenses within the specified scale and scope pertinent to the position is considered by the City to be a "successful CBI".

The Contractor shall not allow any individual to begin work at the Facility until they have received a successful CBI rating by the City.

**SCOPE OF WORK
SOLICITATION NO. RFP TVN0056
MANAGEMENT, MAINTENANCE, AND OPERATION OF SOUTH AUSTIN TENNIS CENTER**

1. **PURPOSE:** The City of Austin Parks and Recreation Department, seeks proposals from highly qualified firms or individuals to manage operations and programs at South Austin Tennis Center, a municipal tennis facility located at 1000 Cumberland Rd, Austin, TX 78704. The successful Proposer will retain the exclusive right to conduct tennis-related activities at South Austin Tennis Center.
2. **GOAL:** The City of Austin Parks and Recreation Department, through its municipal tennis facilities, strives to offer the community with an open, positive, and inviting atmosphere for players of all ages and levels to participate year-round in tennis play.
3. **FACILITY OVERVIEW:** South Austin Tennis Center (“SATC” or “Facility”) is a municipal tennis facility under the oversight of the City of Austin (“City”) Parks and Recreation Department (“PARC”). It includes 10 lighted tennis courts and one lighted backboard. The Pro Shop contains approximately 600 square feet of retail floor and wall space. The Facility also includes restrooms with showers for men and women; storage area; and manager’s office.

Under the current agreement, the City pays a monthly fee for the management of SATC. The City also offers the current contractor an annual performance-based award, not to exceed \$15,000 per year.

SATC court fee revenue for the past five years is provided below:

Year	Court Fee Revenue
2011	\$ 85,884.40
2012	\$ 86,289.82
2013	\$ 91,928.22
2014	\$ 94,466.70
2015	\$ 90,000.00

4. **CONTRACTOR QUALIFICATIONS:** Minimum of five years of experience in tennis facility management services or equivalent retail facility managerial/programming experience.
5. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall retain the exclusive right to conduct tennis-related activities at the Facility. The Contractor shall operate and manage the Facility in a manner consistent with its use as a tennis center and in accordance with the Operating Policies for Municipal Tennis Centers (“Tennis Policies”, Attachment 1).
 - 5.1 **Programming.** The Contractor shall offer tennis and/or tennis-related programming at the Facility. Programming may include but is not limited to group lessons or clinics; private lessons; leagues; cardio tennis workout; drop-in programs; tournaments; camps; junior programming; senior programming; and mixers.

Through its programming, the Contractor shall endeavor to maximize the utilization of Facility courts during hours of operation, and the Contractor shall make programming available for diverse skill levels, ages, and populations. The Contractor shall modify programming to meet customer needs, the City’s needs, and/or as demand dictates.
 - 5.2 **Services.** The Contractor shall provide tennis and/or tennis-related services at the Facility. Services may include but are not limited to racquet stringing; ball machine rental; tennis equipment, attire or other accessories or merchandise; food, beverages, or other concessions; and tournament organizing.
 - 5.3 **Fees.** The Contractor shall charge court fees in accordance with the Tennis Policies. Fee increases for Programming and Services are subject to the City’s approval and shall not exceed 10% a year.
 - 5.4 **Customer Service.** The Contractor shall foster an open, positive, and inviting atmosphere and shall conduct customer service and sensitivity training for staff and any new hires. The Contractor shall maintain detailed procedures for the resolution of customer complaints.

- 5.5 **Marketing, Advertising, and Promotional Activities.** The Contractor shall market, advertise, and promote the Facility in order to maximize its utilization. Marketing, advertising, and promotional activities may occur via Facility website, social media, or other means approved by the City.
- 5.6 **Operations.** The Contractor shall manage court usage, court reservations, and payment of court fees at the Facility according to the Tennis Policies.
- 5.6.1 The Contractor shall, at minimum, maintain the hours of operation stated in the Tennis Policies. The Contractor may operate the Facility outside of the hours stated in the Tennis Policies with prior written approval from the City.
- 5.6.2 The Contractor shall make a maximum of five tennis courts available for lessons and/or clinics seven days a week, from facility opening to close.
- 5.6.3 The Contractor shall offer patrons a user-friendly online court reservation system that, at minimum: Presents no extra cost to players; provides reservation confirmation notifications; provides printable court sheets; and captures zip codes, email addresses, and phone numbers. The Contractor shall provide all equipment necessary for the operation of the Facility and pro shop. The Contractor shall utilize a computerized cash register system.
- 5.6.4 The Contractor shall be responsible for any and all debts incurred by the operation of the Facility and shall allow no liens to be filed against City property.
- 5.7 **Facility Improvements/Upgrades.** Improvements and/or upgrades to the Facility will be at the sole expense of the Contractor and will become the property of the City upon expiration or termination of the Contract. The Contractor shall have the right to remove any personal property from the Facility upon expiration or termination of the Contract. The City reserves the right to require the Contractor to restore the Facility to its original condition at the Contractor's expense.
- 5.8 **Facility Maintenance and Repairs.** The Contractor shall maintain clean and free of debris, the fenced-in area and area within 20 feet of the Facility.
- 5.8.1 The Contractor shall conduct custodial duties to present a clean appearance of the Facility. The Contractor shall provide all custodial services and supplies for the Facility.
- 5.8.2 The Contractor shall utilize green or sustainable cleaning products in the sanitation of the restrooms and common areas.
- 5.8.3 The Contractor shall promote environmental stewardship by developing and maintaining a recycling program.
- 5.8.4 The Contractor shall maintain the tennis courts and Facility in good repair. The Contractor shall notify the City of needed repairs or replacement of City equipment beyond routine maintenance within five business days of discovery.
- 5.9 **Regulatory.**
- 5.9.1 The Contractor shall fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Facility.
- 5.9.2 The Contractor shall secure any and all licenses, clearances, permits and other certificates necessary to operate the Facility as may be required for Contractor's lawful operation, use, possession and occupancy of the Facility.
- 5.9.3 The Contractor shall pay the cost of all license and registration fees and renewals thereof. The Contractor shall display all permits in a conspicuous location at the Facility.
- 5.10 **Health, Safety, and Security.**
- 5.10.1 The Contractor shall be certified for CPR (Cardiopulmonary Resuscitation), First Aid and AED (Automated External Defibrillator) training, shall maintain such certification

SCOPE OF WORK
SOLICITATION NO. RFP TVN0056
MANAGEMENT, MAINTENANCE, AND OPERATION OF SOUTH AUSTIN TENNIS CENTER

throughout the Contract term, and shall provide proof of certification upon the request of the City.

5.10.2 All staff at the Facility shall complete AED training.

5.10.3 The Contractor shall monitor the security service and handle all calls associated with this service. The Contractor will be responsible for any cost associated for false alarms. Should a loss occur of any nature, the City will not be held responsible for any contents, merchandise or cash on-hand.

5.11 Cash Handling, Deposits, and Recordkeeping.

5.11.1 The Contractor shall maintain a written cash handling policy, which is subject to the approval of the City's Contract Manager. During the term of this agreement, the Contractor shall establish and maintain separate records and accounts for the City facility, including a separate bank account relating to the operation of the Tennis Facility.

5.11.2 The Contractor shall keep and maintain complete and accurate books and records necessary for the fulfillment of Contractor's obligations in accordance with generally accepted accounting principles (GAAP) consistently applied and in a form satisfactory to the City throughout the Contract term and for four years after expiration or earlier termination of the Contract.

5.11.3 The Contractor shall keep and maintain books and records in sufficient detail to fully and properly document and account for all transactions which relate to the amounts reported to the City.

5.11.4 The Contractor shall install a computerized cash register system, which shall record all sales or service transactions in a manner satisfactory to the City.

5.13 Reporting Requirements.

5.13.1 Court rental, activity, and attendance reports

5.13.2 Log of all maintenance and service performed at the Facility

5.13.3 Incidents or injuries at the Facility

5.13.4 Customer service survey results

5.13.5 Copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to Facility income

5.13.6 Quarterly sales tax report

6. CITY RESPONSIBILITIES:

6.1 The City will provide trash and recycling pick up services and court trash receptacles.

6.2 The City will make repairs to the lights, building, courts and fences. The City will, at the reasonable request of the Contractor, provide the replacement and repair of court nets, windscreens and divider netting.

6.3 The City will provide security service for the building only. The City will provide security service for the building only.

6.4 The City will pay all utilities (water/waste water, electricity, gas, telephone). The City will provide two telephone lines for the Contractor to conduct business. The Contractor may add telephone or computer lines at its sole expense.

6.5 The City will also provide nets, windscreens, benches, and court trash receptacles.

6.6 The City will provide two telephone lines for the Contractor to conduct business.



Operating Policies For Municipal Tennis Centers (Reviewed 9/16/2015)

Statement of Purpose

The purpose of the municipal tennis centers is to offer year round tennis play and supervised tennis activities to the community through comprehensive year round programs for all ages. It is our intention to provide the best customer service possible and make the tennis experience at our facilities **FUN**.

Operation of the Municipal Tennis Centers

Each tennis center will be operated by an independent contractor, Pro Manager, under the contract provisions as stated by the Parks and Recreation Department of the City of Austin. All City ordinances and Parks and Recreation Department policies will pertain to spectators, participants and staff of the tennis centers in the centers or on the premises (outside area).

The Pro Manager will provide sufficient supervision and staff for the operation of the center and the Pro-Manager will be subject to the policies as set forth in the contracts with the Parks and Recreation Department.

The Pro Managers are asked to **maximize court usage during prime-time hours** to fill unplayable gaps. This allows more participants to be able to use the facilities. The Pro Manager will also be responsible for establishing and displaying their program and lesson refund policies. Any refunds in regards to court fees need to be addressed with the Contract Manager of the Parks and Recreation Department.

Court Reservation Sheets or Online Information

Online reservation information and/or courts reservation sheets must be kept for a period of one year. These must be provided upon request from Contract Manager.

Hours of Operation

Caswell, Pharr, South Austin Tennis Centers and Austin Tennis Center

March 15th – October 15th 8:30 A.M. – 10:00 P.M. (7 Days a Week)

October 16th – March 14th 9:00 A.M. – 9:00 P.M. (7 Days a Week)

Austin High Tennis Center

Starting September 1, 2014 the Austin High Tennis Center was converted to a FREE play facility.

Free open court hours on a first come first serve bases:

School Year -	Monday – Friday	5:30 pm – 10:00 pm
	Saturday – Sunday	7:00 am – 10:00 pm
Summer Months -	Seven days a week	7:00 am – 10:00 pm

Courts are available on a first come first serve bases (Please limit play to one (1) hour when others are waiting) No private or group tennis lessons are allowed at any time nor is skateboards, roller blades, bicycles, scooters and other similar items on tennis courts. The lights are available 6 am – 10:00 pm daily and are controlled by timers located on courts. Please Note

– For a fee, courts may be reserved for league and tournament play. For more information on court usage at this facility please call 512-974-3921.

Exact hours of operation will be posted at each tennis center. Pro Manager may close earlier if there are no more reservations to reduce electricity cost.

***Holidays may have adjusted schedules. Any change in hours will be posted at the centers 2 weeks in advance and will need to be approved by the Contract Manager with PARD.

The City of Austin has a 10:00 p.m. curfew on all park facilities.

Bad Weather Closing

The tennis centers may close during or in the event of inclement weather. The Pro-Manager should have a recorded message explaining the reason for closure to callers and update any social media sites they have. Pro Managers will also need to call or email the PARD Golf and Tennis Office with this information.

Court Fees (All fees subject to City Council approval)

Resident Court Fees - Fees are for 1 ½ hour for singles and 2 hours for doubles

Adult	\$4.00 per person
Senior	\$3.00 per person (62 & over)
Junior	\$2.00 per person (17 & under)

Non-resident Court Fees - Fees are for 1 ½ hour for singles and 2 hours for doubles

\$5.00 per person – No distinction of age.

An Alternate fee may be used when normal time frames cannot be reserved, such as 1 hour from 9 to 10 p.m. or a half hour gap between reservations.

1 hour \$3.00 per person

Court Fees Per Court Per Hour – No distinction of age or number of players per court

Quick Start – 36’ courts only	\$3.00
Tournament Rental Fees	\$3.00
League Rental Fees	\$4.00
League Rental Fees (AHTC)	\$3.00

Lesson Court Fees – Per Court Per Hour

Juniors	\$3.00
Adults	\$4.00
Quick Start 36’ courts (ATC Only)	\$3.00

Facilities that have Showers

Although the bathrooms may be used by the general public the shower facilities are reserved for the patrons that pay a court fee for court usage.

Payment of Court Fees

- Payment of court fees will be made prior to using the court
- All participants must sign-in with pro shop
- Court fees are payment for the use of a court for the standard reservation period.
- No cash refunds will be made after fees have been rung into the cash register.
- Backboard/practice wall use is free.

Rain Checks

Rain checks can be issued for court fees where players have not been able to play 50% of reserved court time due to inclement weather and is only good at the center where issued.

Reservations for Regular Play

- Reservations are for tennis play only
- Reservations can be made by phone or in person no more than 2 days in advance of the day at Caswell, Pharr, South Austin Tennis Center and Austin Tennis Centers
- Only one reservation may be made per phone call, unless making reservations on multiple days. (Example: On Monday a player calls and reserves a court on Wednesday, using the 2 day in advance rule. If there are courts available they may reserve a court on Monday or Tuesday.)
- Maximum reserved time is 1 ½ hour for singles or 2 hours for doubles. If the court is still available at the end of the reserved time, play may continue at no additional charge on unreserved time
- Pro Managers are asked to maximize court usage to fill unplayable gaps. This allows more participants to be able to use the facilities
- Players must pay another court fee if they are playing again on a reservation (Example: Player plays a singles match and then is involved in a doubles or singles match later that day or evening. Player will need to pay two court fees.)
- Reservations will be accepted on the hour or the half-hour only
- Reservations may be forfeited if not claimed within 15 minutes of reserved time
- Reservations will be taken only during regular hours of operation and will be alternated between phone calls and on site reservation walk-ups
- When only one person uses a court, it will be for one hour only and the charge will be \$4.00.
- Failure to cancel a court reservation may result in the loss of the privilege of advance reservations
- Continued abuse of reservation policies will result in advance payment for advance reservations. Pro Manager must provide the citizen and the Parks and Recreation Department Golf and Tennis Office a written warning on "Reservation Abuse." Any further infractions will result in advance payment for reservations

Tournament Reservations & Policies

Request made at facilities at least 30 days prior to the event – All requests are subject to court availability and approval of the Pro Manager at the facility. Fees are to be paid one week of the invoiced date. Failure to pay within time-frame may result in the privilege of reserving future events.

- Each tournament must provide a number where participants can call for match times and locations. Centers may give out tournament information if arrangements are made with the Pro Manager of the center.
- Court usage should be coordinated with the Pro Manager 4 days prior to event.
- Match times are to be scheduled to allow reasonable time for completion by scheduled closing times.

Leagues

- League request that use two to five courts may do so by making a written request 30 days in advance to the Pro Manager of each facility. All requests are subject to court availability and approval of the Pro Manager of the facility.
- The league must provide a phone numbers of all persons responsible for scheduling.
- Fees must be paid in FULL with one check 7 days in advance of the starting date of the league. (Four (4) week minimum)
- The Pro Manager of the Center has the right to change league times in order to maximize the use of the courts.
- Make-ups due to inclement weather will be added to the end of the league.
- If the Center is open for business and the players choose not to play, there are NO refunds or make-ups given.
- During cold weather, the Centers will use the “Wind Chill” factor of 35 degrees or below in canceling any leagues or activities.
- At the start of every league match, the captain must sign in at the pro shop to get court assignment.
- A team may schedule a practice on 2 courts, 3 days in advance at all Centers with full payment paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. NO refunds will be given for no-shows.
- Courts may be given away for open play if not claimed within 15 minutes of reservation.
- League matches SHALL be complete in the reserved time. Matches not completed during the allotted time may continue if there is an unreserved court still available. If there is another scheduled match or a court reservation after a league, then the reservation or match takes precedent.

League Inclement Weather Policy

Weekend League Matches

- Weekend League Matches may be rescheduled on Friday evening, Saturday or Sunday at the original site (Center) more than two days in advance with **No Extra Charge** for court fees.
- A team may re-schedule a match on 2 courts, 3 days in advance at all Centers. **Full payment** must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. **NO Refunds** will be given for no-shows.

Weekday League Matches

- Weekday Leagues Matches may be rescheduled on any weekday before 5 p.m., Monday – Thursday and all day Friday at the original site (Center) more than two days in advance with **No Extra Charge** for court fees.
- A team may re-schedule a match on 2 courts, 3 days in advance at all Centers. **Full payment** must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. **NO Refunds** will be given for no-shows.

Lessons

Each Pro Manager has exclusivity of having programs and lessons at their facilities. Length of instruction, group and individual fee structures and availability of lessons will be determined by the Pro Manager based on demand by the public and guidelines set forth in their contract.

Lesson Courts

- The Pro Manager shall be permitted to give instruction only on their contracted facility.
- The number of courts that a Pro Manager can use at any given times is defined in their contract. However, lesson court usage before 6 p.m. may be increased provided courts are available through slow general public usage and with prior approval from Contract Manager. This will be monitored and adjusted if necessary.
- Organized leagues are not considered part of the “lesson courts.”
- Pro Manager must release lesson courts to the general public by **noon** of that day if no lesson is booked. If they are not released, Pro Manager is responsible for paying court fees on all unreleased courts.
- Austin Tennis Center lesson courts are subject to the scheduled use agreement with AISD. (see below)

Holiday Hours

The tennis centers will be closed for Thanksgiving and Christmas Day. Facilities may have modified hours for other City of Austin Holidays with prior approval from Contract Manager. Notices will be posted at least two weeks in advance of any changes.

A.I.S.D. - High School Request

Request for tournaments and school matches will be made in writing before September 15th each year to the Contract Manager. There are no court fee charges for AISD tournaments or matches.

A.I.S.D. – Middle School Request

Courts are scheduled upon availability and Tournament Court Fees are charged - \$3.00 per court per hour. (Except at ATC – There are no fees for use)

A.I.S.D. – Scheduled Use Agreement for Austin Tennis Center (ATC)

- Exclusive use of five (5) tennis courts for District Middle School tennis practice and instruction Monday through Friday, 4:00 p.m. – 6:00 p.m., beginning the first Monday in March and ending the first Monday in May.
- Exclusive use of eight (8) tennis courts from 4:30 p.m. – 8:30 p.m. for the following District High School tennis events.
 - Fall Dual Matches each Wednesday beginning the first Wednesday in August and ending the last Wednesday in October.
 - Spring Dual Matches each Wednesday beginning the first Wednesday in January and ending the last Wednesday in March.
 - Fall AAAA District Meet (3 days only) during either the 2nd or 3rd week of October

○ Spring AAAA District Meet (3 days only) during either the 1st or 2nd week of April. The District (AISD) will notify the City of the specific days and weeks in October and April that the Fall and Spring AAAA District Meets will be held as soon as such meets are scheduled each year.

College/University Court Usage

Courts are scheduled upon availability and Adult Court Fees are charged - \$4.00 per court per hour

General Policies

- Participants, visitors and spectators use the Tennis Centers at their own risk.
- Shower facilities are for paying patrons only
- Participants, visitors and spectators are expected to behave in an acceptable manner.
- Pro Managers have exclusive teaching rights at the Tennis Centers. Participants may offer instruction to family and friends but if abused or gives an appearance of a paid lesson, participant will be asked to leave the facility and no refunds will be given. Notification of this will be given to the Contract Manager with the City of Austin Parks Department.
- Discipline problems or those who exhibit disruptive behavior, whether participant or spectator, will be asked to leave the premises.
- Alcoholic beverages will not be permitted to be sold at the Tennis Centers at any time.
- If alcohol is provided free for an event, permission must be given by the Austin Parks and Recreation Department and must conform to the regulations of the Texas Alcoholic Beverage Commission. The City of Austin takes no responsibility whatsoever for violations committed by any party.
- Proper tennis shoes must be worn at all times.
- Wheelchair players must have sports tires on chairs.
- Proper tennis etiquette should be observed when using the facility.
- All cell phones and pagers should be in silent mode if they are disturbing other players.
- Place all litter in containers prior to leaving courts.
- Damage to courts or court equipment of the center is a violation of City ordinance and players may be liable.
- Shoes and shirts must be worn in pro shops.
- Neither the City nor the Pro Manager are responsible for items left at Tennis Centers.
- Children eight (8) and under must have direct supervision.
- Pets must be well behaved and **on a lease** or players will be asked to leave and no refund will be given.

***NOTICE – These Operating Policies will be reviewed on annual bases and any changes will become a part of the Contractors contract.



The City of Austin is committed to compliance with the Americans with Disabilities Act. If you require special assistance for participation in our programs or for use of our facilities, please call (insert phone number).

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP TVN0056**

The City does not want to limit innovative ideas in its proposals. In addition to the requirements of this RFP, Proposers may include innovative ideas and new concepts.

1. PROPOSAL FORMAT:

All proposals should be submitted in the following format.

The original must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original" and must include the original signature of the person authorized to sign on behalf of the Proposer.

Proposals shall be organized in the following format and information sequences. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

A. City of Austin Purchasing Documents:

Complete and submit the following documents:

- i. Offer Sheet
- ii. Section 0605 - Local Business Presence Identification Form
- iii. Section 0700 – Reference Sheet
- iv. Section 0835 – Non-Resident Bidder Provisions
- v. Section 0900 – Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

B. Executive Summary: three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

C. Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

D. Vision/Concept: Describe in detail your vision and concept for South Austin Tennis Center. Include information, such as the values, purpose, and goals that will drive your approach to managing this Facility. Demonstrate your understanding of the City's stated goal and how you propose to fulfill it. Provide any additional information you deem necessary to evaluate your proposal.

E. Operating Plan: This section should describe in detail how you plan to carry out the vision and concept proposed in the previous section. Describe in detail your approach to meeting or exceeding the Contractor's Responsibilities in the Scope of Work. Include items such as objectives, tasks, timeline, and milestones for implementation. Include any time-related displays, graphics, and charts as necessary. At minimum, include the following information:

- i. Proposed programming and hours of operation (for minimum required hours, refer to Tennis Policies), including types/levels and times of programs; expected number of participants; partnerships with local associations, groups, or schools; etc.
- ii. How you will maximize court usage during opening hours and fill unplayable gaps.
- iii. Proposed services and fees. E.g., racquet stringing; ball machine rental; tennis or sport-related merchandise; food and beverages; etc.
- iv. Customer service strategy. E.g., staff training, policies, complaint resolution.
- v. Marketing plan. How you plan to market the Facility and its programs.
- vi. Proposed physical improvements to the Facility, equipment, upgrades, etc.
- vii. Proposed equipment.
- viii. Other upgrades.
- ix. Start-up/transition plan.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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x. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

F. **Management Structure**: Provide a general explanation and chart describing your staffing plans, specifying leadership and reporting responsibilities; and interface the team with City personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

G. **Applicable Experience**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

H. **Personnel**: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

I. **Financial Viability**: Describe your ability to make this a financially viable venture. Include any fees if applicable, such as a proposed management fee payable by the City to the Contractor and/or fee to be paid by the Contractor to the City. Proposed fee structure may be based on a lump sum fee paid per month, per year, etc., or based on a profit percentage benchmark. Provide any additional information to assist in assessing Proposer's demonstrated financial capability and resources to provide the services described in the Scope of Work.

Provide supporting documentation that includes:

- i. Two years of your organization's audited financial statements;
- ii. Budget forecast, minimum three years. Include management fee, if proposed, and payments on loans if applicable;
- iii. Bank statements or bank letter substantiating access to capital.

J. **Proposal Acceptance Period**: All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

K. **Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. 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. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

L. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. **100 points**

- (1) Operation and Management 35 points
- (2) Applicable Experience and Personnel Qualifications 30 points
- (3) Financial Viability 25 points
- (4) Local Presence 10 points

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. **Optional Interview – 25 points**

The City, at its sole discretion, may elect to conduct interviews with all or a short list of the highest evaluated, most qualified Proposers.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:
PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.	
Reviewing Counselor _____	Date _____
Director/Deputy Director _____	Date _____